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Title: **Lake County School Board and Lake County Education Association, Inc., Florida Education Association (FEA), National Education Association (NEA), American Federation of Teachers (AFT), AFL-CIO, Local 3783 (2002)**

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# **A G R E E M E N T**

*Between*

**The School Board of Lake County**

*and*

**The Lake County Education Association, Inc.  
Local 3783 FEA, AFT, NEA, AFL-CIO**

**Tavares, Florida**

**2002—2003  
First Year of Three Year Contract  
2002—2005**

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## ARTICLE I

### RECOGNITION

Section 1. For the duration of this Agreement, and for so long as the titles and/or functions shall exist, the Board recognizes the Association as the exclusive bargaining agent for certificated teaching personnel who are on or who have been on contract to the Board during the duration of this Agreement in those positions, as determined by the Public Employees Relations Commission, listed below:

Classroom Teachers  
Content Specialists  
Department Chairmen  
Guidance Counselors  
Home-School Liaison Personnel  
Lee Education Center Teachers  
(Daytime Program Only)  
Media Specialists  
Occupational Specialists  
Primary/Intermediate Curriculum Specialists  
School Psychologists  
School Social Workers  
Speech Therapists  
Staffing Specialist  
Statisticians  
Student Services Specialists  
Teachers of Environmental Science  
Teachers in Exceptional Education  
Teachers in Migrant Education  
Teachers in Vocational Education

Clarifications of and amendments to the bargaining unit as defined above shall be by mutual consent of the Board and the Association or, in case of dispute, by PERC determination.

Section 2. The term "teacher," when used hereinafter in this Agreement shall refer to all certificated teaching employees represented by the Association in the bargaining unit as determined in the preceding paragraph. When the masculine "he" is used in this Agreement it is understood that it shall also refer to the feminine gender.

The parties agree that all part-time teachers whose primary position in the Lake County school system is to teach courses for which full-time certification is required shall be considered members of the instructional bargaining unit and shall receive all benefits thereof on a pro-rated basis.

## ARTICLE II

### BARGAINING PROCEDURE

1        Section 1.     The Association and the Board agree to establish these procedures  
2 for bargaining. Representatives of the two parties shall negotiate an agreement including  
3 the determination of the wages, hours, and the terms and conditions of employment. Any  
4 agreement so bargained shall be reduced to writing and signed by representatives of the  
5 Association and of the Board.

6        Section 2.     The representatives selected by each party shall have power and  
7 authority to bargain, to present data, to exchange points of view, and to make and accept  
8 proposals and counter-proposals, to sign tentative agreements, and to recommend  
9 acceptance of agreements.

10       Section 3.     Bargaining teams will meet in open sessions. Either team may ask  
11 for a recess or caucus. The time and agenda for the next meeting will be established at  
12 the end of each meeting. The rules of procedure listed in this Article may be changed at  
13 any time by free consent of both teams.

14       Section 4.     Bargaining and mediation sessions shall normally begin after 5:00  
15 p.m. unless another time is mutually agreed upon. School Board meetings concerning  
16 ratification of a tentative agreement or consideration of a special master award shall also  
17 normally be scheduled to begin after 5:00 p.m., unless circumstances require that the  
18 meeting begin at an earlier time. Should a Board meeting concerning ratification of a  
19 collective bargaining agreement or concerning consideration of a special master decision  
20 be held during the teacher workday, ten (10) representatives of the union shall have the  
21 right to attend such a meeting provided that no more than two (2) are absent from any one  
22 school center at no cost to the Board.

23       Section 5.     Failure of either party to ratify the collectively bargained tentative  
24 agreement shall cause the party who fails to ratify the tentative agreement to notify the  
25 other party within five (5) days after the rejection and to request date, time, and place to  
26 resume negotiations.

27       Section 6.     Negotiations for a successor agreement shall begin on or before  
28 July 1 of the year this Agreement is due to expire. This date may be postponed by mutual  
29 consent.

30       Section 7.

31       A.     The Association agrees that upon completion of negotiations for a contract  
32               or any amendments or modifications thereto, the tentative agreements  
33               reached between the respective negotiators shall be submitted for a  
34               ratification vote to the bargaining unit within twenty (20) calendar days.

35           B.     The Board agrees that upon the completion of negotiations for a contract,  
36                   or any amendments or modifications thereto, the tentative agreements  
37                   reached between the respective negotiators shall be placed on the agenda  
38                   for a ratification vote within twenty (20) calendar days.

39           C.     However, if any bargaining referred to in this Article is concluded during  
40                   the period of time in which the majority of the bargaining unit is not  
41                   actively on the job, the ratification process referred to in this Article shall  
42                   be postponed until such time as the majority of the bargaining unit is again  
43                   actively on the job. In such case the first day on which the majority of the  
44                   bargaining unit is again actively on the job shall be construed to be the  
45                   concluding date for bargaining for the purposes of ratification.

46           Section 8.     Matters of common concern may be subject to bargaining during  
47                   the term of this Agreement upon the independent written request of either party and the  
48                   free agreement of the other. However, in accordance with the provisions of the Waiver  
49                   Article, neither party shall have an obligation to bargain during the term of this  
50                   Agreement. Any written request to bargain made by either party shall be responded to in  
51                   writing by the other party within five (5) working days.

52           Section 9.     Changes which do not substantially affect the Agreement, such as  
53                   a word error or some other obvious error, may be changed by mutual agreement in a  
54                   letter of understanding between the parties.

## ARTICLE III

### BOARD'S RIGHTS

1           It is understood and agreed that all of the rights, powers, and authority possessed  
2 by the Board prior to the signing of this Agreement are retained by the Board except  
3 where specifically abridged or modified by this Agreement. Accordingly, by way of  
4 illustration and not of limitation, the Board reserves to itself sole jurisdiction and  
5 authority over matters of policy and retains the following rights and responsibilities: (1)  
6 to direct employees of the School District; (2) to hire, promote, transfer, assign and retain  
7 employees in positions in the School District; (3) to take disciplinary action for proper  
8 cause; (4) to relieve employees from duty because of lack of work or for other legitimate  
9 reasons; (5) to maintain efficiency of the School District's operations; (6) to determine  
10 the methods, means, and personnel by which such operations are to be conducted; and (7)  
11 to take whatever actions may be necessary to carry out the mission of the School District  
12 in situations of emergency. The exercise of any management rights by the Board shall  
13 not be subject to the grievance-arbitration procedure herein unless the exercise of such a  
14 right violates a provision(s) of this Agreement.

## ARTICLE IV

### ASSOCIATION AND TEACHER RIGHTS

1        Section 1.     The Association shall be entitled to the use of school facilities at  
2 reasonable times which do not conflict with use by other groups by arranging such use in  
3 advance with the building administrator, provided that the Association agrees to pay for  
4 any custodial and/or utility charges determined by that building administrator to be  
5 necessary. The determination as to whether a charge shall be made and the amount of  
6 such charge, if any, to be levied against the Association, shall be made by the building  
7 administrators and shall be based upon criteria equally applied to other groups using that  
8 specific building or area of that building. Request for such use by the Association shall  
9 not be denied arbitrarily. At the conclusion of the teacher workday, Association  
10 members shall be entitled to hold brief Association meetings without being required to  
11 pay a facility usage fee. Such meeting(s) shall not extend more than thirty (30) minutes  
12 beyond the end of the teacher workday.

13        When school is not in session, building administrators may give teachers personal  
14 access to their building and/or work area.

15        Section 2.     The Association may post notices concerning routine Association  
16 business on appropriate and specifically assigned bulletin boards provided by the  
17 Association in each school. A copy of or description of any notice so posted shall be  
18 provided to the building principal at the time of posting.

19        Section 3.     The Association shall be entitled to use the schools' mailboxes for  
20 communication to teachers through the postal service. Association members at the local  
21 schools shall be entitled to use the school's mailboxes for receiving and distributing  
22 communications to teachers provided that such use in no way hampers or interferes with  
23 the orderly administrative operation of the school.

24        U.S. mail which is addressed to bargaining unit members and received at work  
25 sites will be placed in teachers' mailboxes by office staff in a timely manner.

26        Section 4.     So long as his conduct is in keeping with the standards of the  
27 teaching profession and those of commonly accepted respectability and dignity of the  
28 community in which he serves, the private and personal life of a teacher is not the  
29 concern of the Board except as it can be demonstrated that it interferes with his  
30 professional responsibility to and his relationship with his pupils.

31        Section 5.     Personnel Files.

32        A.     1.     The setting up and maintenance of personnel files are legal  
33 responsibilities of the Board.

34 2. All documents maintained concerning a teacher to be used for  
35 official purposes shall be kept in the District Office personnel file.  
36 Files maintained at the school or center level shall contain support  
37 information relating to documents in the teacher's official file and  
38 shall be used for official purposes as support information when  
39 necessary.

40 3. No derogatory materials relating to an employee's conduct, service,  
41 character, or personality shall be placed in the personnel file of  
42 such employee except for materials pertaining to work  
43 performance or such other matters that may be cause for discipline,  
44 suspension, or dismissal under Florida Statutes. Any anonymous  
45 letter or materials shall not be placed in the personnel file.

46 B. Each teacher or his designee authorized in writing shall have the right,  
47 upon request, to review the contents of his own county or school  
48 personnel file. The teacher must make an appointment with the Personnel  
49 Office or the principal as the case may be in order that a managerial  
50 employee will be present when the teacher's file is inspected.

51 C. The official personnel file shall hold confidential those items defined as  
52 confidential in Section 231.291, Florida Statutes. The worksite file may  
53 not contain any information which is defined as confidential except for  
54 college transcripts, the stat sheet, and the current and previous year(s)  
55 evaluations. Inspection of personnel files by anyone shall be governed by  
56 Florida Statutes.

57 D. A teacher may purchase a copy of any document in his personnel file, save  
58 those considered privileged and/or confidential, upon making proper  
59 arrangements with the Personnel Office. The decision as to what  
60 documents shall be included in or excluded from a teacher's personnel file  
61 is a managerial prerogative of the Board and/or its designee, except that  
62 any teacher may have included any written defense or disagreement  
63 concerning any document contained in his personnel file, and may grieve  
64 same. Teachers will sign such documents prior to insertion into the  
65 personnel file and within one day to signify they have seen such material.  
66 Such signature shall not indicate acceptance or approval of statements  
67 contained in such material.

68 Section 6. The Association may obtain agendas and packets for Board  
69 meetings and position vacancy lists at the county school office on or after the regular  
70 dates of distribution upon payment of copying charges normally charged to other groups  
71 or persons.

72 Section 7.

73           A.     The President of the Association will, upon request, be granted a leave of  
74                 absence at no cost to the Board, for a period of up to one (1) year at a time  
75                 for the purpose of engaging in Association activities. The President shall  
76                 be entitled to participate in Board approved benefit plans (health, life,  
77                 Florida Retirement, social security) by paying his own and the Board's  
78                 contributions to all plans requiring such contributions. The Board shall  
79                 provide payroll services to the President. The cost of such services shall  
80                 be reimbursed by the Association. At the conclusion of the leave, the  
81                 President shall be returned to the teaching position held at the  
82                 commencement of the leave, if such position exists, or to a position of  
83                 similar status.

84           B.     The Association will, upon approval of the Superintendent, be entitled to  
85                 have its members released from school on line-of-duty leave to attend  
86                 workshops, conferences, conventions, and other activities but must  
87                 reimburse the district for substitute teacher costs incurred.

88           Section 8.   The Association shall be provided once each semester with a  
89                 report on the number of students enrolled in each of the teachers' classes. The costs shall  
90                 be the normal charge as paid by other groups or persons.

91           Section 9.   By October 1 of each year, the Board will provide the Association  
92                 with the names of all bargaining unit personnel listed (a) alphabetically within the  
93                 district, and (b) alphabetically within each school location/worksites. Any changes,  
94                 additions or deletions to this list shall be provided to the Association on a monthly basis  
95                 after October 1 through June 1 of each school year.

96           Section 10.   The Board's courier system shall make a daily stop at the LCEA  
97                 office for the purpose of delivery of materials that are of benefit to the school system.  
98                 Materials mean and are restricted to information generated by joint Board/LCEA  
99                 committees, communications between the Superintendent's office, the Deputy  
100                 Superintendent's office, the Assistant Superintendents' offices, the Director of Human  
101                 Resources' office, the Director of Finance's office, the Supervisor of Staff Development's  
102                 office, the Chief Negotiator's office and the LCEA office. Any other material delivered  
103                 by the Board's courier system shall have prior approval by the Superintendent or his  
104                 designee. The Superintendent or his designee reserves the right to deny use of the courier  
105                 system and such denial shall be non-grievable. It is expressly understood that the LCEA  
106                 shall not use the Board courier system to conduct business operations with its  
107                 membership or any other Board employee group.

## ARTICLE V

## DUES/PAYROLL DEDUCTIONS

### Section 1. Dues Deduction.

- A. Any Association member who has previously so authorized and is on dues deduction at the beginning of this Agreement, or any teacher who subsequent to the beginning of this Agreement applies for membership in the Association and duly authorizes dues to be deducted from his salary through payroll deduction shall have his Association dues and uniform assessments deducted through payroll deduction. Such authorization shall continue in effect for the duration of this Agreement unless revoked in writing to both the School Board and the Association not less than thirty (30) days prior to the dues deduction date on which termination of dues deduction is to become effective. Pursuant to such authorization the Board shall deduct from each of the teacher's regular salary checks the appropriate dues amount as designated by the Association. The deductions shall be remitted within ten (10) days after deduction to the Association with a list of names of those persons from whose salaries dues have been deducted.
- B. The Association shall indemnify, defend, and hold the Board harmless against and from any and all claims that may arise out of action which the Board may take in order to provide this service, unless the claim is attributable to an error solely on the part of the Board.
- C. It is understood that the LCEA authorization form for payroll deductions, as published in the appendix, shall be the official one for the duration of this Agreement.
- D. Properly signed authorizations must be submitted to the payroll department at least ten (10) working days prior to the next deduction date.

### Section 2. Payroll Deduction.

- A. Employees will be given one (1) additional payroll deduction slot which may be used for deductions authorized by the employee in writing to the LCEA and the School Board. Such deductions shall be submitted to the Board by the LCEA. The LCEA will be responsible for providing the properly executed authorization form(s) to the Board.
- B. The Board shall deduct the authorized amount in equal deductions from the teacher's salary check.
- C. The purpose for this additional deduction will be for a program of employee economic benefits which is arranged by or through the LCEA



36 and which is not in competition with the School Board's health and  
37 hospitalization program.

38 D. All checks under this section shall be made payable to the company or  
39 fund involved. The deductions shall be sent not less frequently than  
40 monthly to the Association.

41 E. The Association shall indemnify, defend, and hold the Board harmless  
42 against and from any and all claims that may arise out of action which the  
43 Board may take in order to provide this service, unless the claim is  
44 attributable to an error solely on the part of the Board.

45 F. Employees will make an authorization in writing through the LCEA to the  
46 School Board as to the amount of the deduction. The amount of the  
47 deduction may be changed with a properly authorized form prior to the  
48 deduction. This deduction may be terminated upon written request to both  
49 the School Board and the LCEA not less than thirty (30) days prior to the  
50 deduction date on which termination of the deduction is to become  
51 effective.

## ARTICLE VI

### NO STRIKES

1           The Association agrees that neither it nor its members shall participate in a strike  
2 against the Board by instigating or supporting in any manner a strike. "Strike" means the  
3 concerted failure of employees to report for duty; the concerted absence of employees  
4 from their positions; the concerted stoppage of work by employees; the concerted  
5 submission of resignations by employees; the concerted abstinence in whole or in part by  
6 any group of employees from the full and faithful performance of the duties of  
7 employment for the purpose of inducing, influencing, condoning, or coercing a change in  
8 the terms and conditions of employment or the rights, privileges, or obligations of public  
9 employment, or participating in a deliberate and concerted course of conduct which  
10 adversely affects the services of the Board; the concerted failure of employees to report  
11 for work after the expiration of this Agreement; and picketing in furtherance of a work  
12 stoppage. The term "strike" shall also mean any overt preparation, including, but not  
13 limited to, the establishment of strike funds with regard to the above-listed activities.

14           The Association further agrees that it will do everything in its power to prevent its  
15 members from engaging in a strike and that in the event a strike does occur, the  
16 Association will use all available means to effectuate a cessation of the strike activity.

17           It is expressly agreed and understood that in the event of a strike the Board may,  
18 in addition to other remedies available to it under law, petition a court of competent  
19 jurisdiction for appropriate relief.

## ARTICLE VII

### NON-DISCRIMINATION

1        Section 1.     The Board and Association agree that they will faithfully abide by  
2     state and federal laws prohibiting discrimination against employees.

3        Section 2.     The Board and the Association hereby agree that every teacher  
4     shall have the right freely and voluntarily to organize, join, support, and benefit from the  
5     Association, or to refrain from such activity.

6        Section 3.     The Board and Association further agree that they will not  
7     discriminate against any teacher by reason of his membership or nonmembership in the  
8     Association or his active participation in the Association. The parties also agree that they  
9     will not directly or indirectly discriminate against, discourage, deprive, or coerce any  
10    teacher because of the exercise of any rights conferred by this Agreement.

## ARTICLE VIII

### DISCIPLINE

1           Section 1.     Disciplinary action by the Board shall be based upon proper cause.

2           Section 2.     In disciplinary cases the employee shall have the right to be  
3 represented by the Union. Further, any teacher shall be entitled to have a Union  
4 representative present at any conference called by a supervisor at which the teacher has  
5 reasonable cause to believe that matters will be discussed or actions taken which could  
6 result in disciplinary action. The teacher shall have the responsibility for requesting the  
7 presence of a Union representative, and, except in emergency or unusual situations, the  
8 conference shall not be held until the Union representative has been given an opportunity  
9 to be present. The employee shall cooperate fully as to the matter(s) being  
10 investigated.

11           Section 3.     Notwithstanding any other provision of this Agreement,  
12 representation of employees by the Union shall be governed by the provisions of Section  
13 447.401, Florida Statutes.

## ARTICLE IX

### GRIEVANCE PROCEDURE

1        Section 1.    Purpose.

2            The purpose of this procedure is to secure, at the lowest possible administrative  
3 level, equitable solutions to the problems which may arise affecting the welfare or  
4 working conditions of employees. Both parties agree that proceedings shall be kept as  
5 informal and as confidential as may be appropriate and legal at any level of the  
6 procedure.

7        Section 2.    Definition.

8            A.        A "grievance" is an alleged violation of this Agreement or any dispute  
9 with respect to its meaning or application.

10          B.        A "teacher" is any person in the bargaining unit covered by this  
11 Agreement.

12          C.        An "aggrieved party" is the teacher or group of teachers who submit(s) a  
13 grievance, signed at the appropriate step, or on whose behalf a grievance,  
14 signed by the teacher(s) at the appropriate step, is submitted by the  
15 Association, or the Association, who, when acting as a party in interest,  
16 submits a grievance, signed at the appropriate step, by an official of the  
17 Association.

18          D.        The term "employer" shall mean the School Board or the administration.

19          E.        The term "Association" shall be used interchangeably with the term  
20 "Union" and shall refer to the Lake County Education Association, Inc.,  
21 Local 3783, FEA/United, AFT, AFL-CIO.

22        Section 3.    Process.

23            All grievances shall be processed according to the provisions of this Agreement.

24        Section 4.    Time Limits.

25            Since it is important that grievances be processed as rapidly as possible, the  
26 number of days indicated at each level is to be considered the maximum and every effort  
27 shall be made to expedite the process before the deadlines are reached. Time limits  
28 specified may, however, be extended by mutual written agreement.

29            All time limits herein shall consist of working days unless otherwise specified.

30 The failure of an aggrieved person to proceed from one step of the grievance  
31 procedure to the next step within the time limits as set forth herein shall be deemed to be  
32 a waiver of the grievance and shall constitute a waiver of any future appeal concerning  
33 the particular grievance. The failure of an administrator to communicate his decision to  
34 the employee shall permit the employee to proceed to the next step in the grievance  
35 procedure.

36 Section 5. Procedure.

37 Step 1. In the event an employee believes he has a grievance, the employee shall  
38 discuss the problem with his immediate supervisor as soon as possible. If the matter  
39 cannot be resolved amicably, and if the employee wishes to proceed further, the  
40 employee shall file a written grievance with his principal containing the following  
41 information: (1) the date of the occurrence of the alleged grievance; (2) the contract  
42 article(s) allegedly violated; (3) a complete statement of the facts giving rise to the  
43 grievance; (4) the names of witnesses; (5) the relief sought. Such a grievance must be  
44 filed with the employee's principal within fifteen (15) days after the grievant knew or  
45 should have known of the incident which is the basis of the grievance. Within three (3)  
46 days after receipt of the grievance, the principal or designee shall hold a meeting with the  
47 grievant to resolve the grievance. The principal or designee shall indicate his disposition  
48 of the grievance within five (5) days of the meeting held to resolve it. Such disposition  
49 shall be in writing and shall be furnished to the grievant and to the Association. If the  
50 grievant is not satisfied with the disposition at Step 1, or if no disposition is filed within  
51 the time limit, the grievant may process the grievance to the next step.

52 Step 2. Within five (5) days after receipt by the grievant of the principal's  
53 disposition of the grievance, the grievant shall file a request for review with the  
54 Superintendent or designee, stating in detail the reason the grievant desires such a review.  
55 A copy of the request shall be provided to the grievant's principal and to the Association.  
56 The Superintendent or his designee(s) shall cause the request for review to be  
57 investigated, and within ten (10) days of the date that the request for the review was filed,  
58 the Superintendent or designee shall conduct a meeting on the grievance. The grievant,  
59 his principal, and the Association shall each be notified of the time and place of the  
60 meeting and shall have the opportunity to be present and to be heard at the meeting.  
61 Within ten (10) days of the meeting, the Superintendent or designee shall notify in  
62 writing all the parties concerned of his findings.

63 Step 3. Within ten (10) days after receipt of the previous decision, or within  
64 twenty (20) days of the previous step hearing if no response is forthcoming, the  
65 grievant/Association may file a request for arbitration with the Federal Mediation and  
66 Conciliation Service. The FMCS shall furnish a panel of seven (7) names from which  
67 each party shall have the option of alternately striking three (3) names, thus leaving the  
68 seventh who shall be the impartial arbitrator. A copy of the request to the Federal  
69 Mediation and Conciliation Service shall be promptly furnished to the other party by the  
70 party requesting the panel from the Federal Mediation and Conciliation Service. The

arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted and, where permitted by law, may include a monetary award.

Section 6. Special Provisions for Discipline Cases.

A. Suspension or dismissal during the school year.

1. Cases involving suspension or dismissal of an employee during the school year shall be governed by the provisions of Sections 231.36(6) and 120.57, Florida Statutes. An employee involved in such a case shall be entitled to a hearing before a hearing officer assigned by the Division of Administrative Hearings.
2. If the employee who is suspended or dismissed was on continuing contract at the time such action was taken, such an employee shall have the right to elect either to appeal such action through the statutory procedure of Section 231.36(6), Florida Statutes, or to appeal the action through arbitration. If the employee chooses to utilize the statutory procedure, the employee waives arbitration. Similarly, if the employee chooses arbitration, the employee waives the statutory procedure. In no case shall an employee have the right to pursue the suspension or dismissal through both arbitration and statutory procedure.
3. If the employee who is suspended or dismissed by the Board is on annual contract, and the employee wishes to appeal the decision of the Board, such an employee must do so through the arbitration procedure of this Agreement.
4. If an employee elects to appeal the decision of the Board in a discharge or suspension case to arbitration, the employee must file a written request for arbitration with the Superintendent within five (5) days after the employee is notified of the action taken by the Board. Thereafter, the procedure for selection of an arbitrator shall be that specified in Step 3 of the grievance procedure of this Agreement.
5. In arbitrations involving suspension or discharge, the arbitrator shall be bound by the following standards in addition to those contained in Section 7 of this Article:
  - (a) "Proper cause" for suspension or dismissal shall be those offenses specified in Section 231.36(6), Florida Statutes.

107 (b) The arbitration shall be considered as an appeal from the  
108 decision of the School Board. Accordingly, the arbitrator  
109 shall consider whether or not the decision of the School  
110 Board regarding the charges against the employee is  
111 supported by substantial competent evidence on the record  
112 considered as a whole. The arbitrator may not reject or  
113 modify findings of fact unless the arbitrator first determines  
114 from a review of the complete record, and states with  
115 particularity in his decision, that said findings were not  
116 based upon competent evidence. The arbitrator shall have  
117 no authority to substitute his discretion for that of the  
118 School Board with respect to the severity of the penalty  
119 imposed upon the employee by the School Board unless the  
120 employee can demonstrate that the penalty imposed was  
121 arbitrary and capricious under the circumstances.

122 (c) Priority shall be given to deciding discharge and  
123 suspension cases and the arbitrator shall make his best  
124 effort to decide these cases within fourteen (14) days of the  
125 hearing.

126 B. Other forms of discipline.

127 1. Disputes concerning discipline other than suspension or dismissal  
128 shall be processed through the grievance-arbitration procedure of  
129 this Agreement.

130 2. "Proper cause" for such disciplinary action (i.e., discipline other  
131 than suspension or discharge) shall include, but shall not be limited  
132 to, those offenses described in Section 231.36(6), Florida Statutes,  
133 and it is expressly agreed and understood that discipline (excluding  
134 suspension and discharge) may be taken against an employee not  
135 only for the offenses specified in said statute but also for lesser  
136 offenses.

137 3. The arbitrator shall have no authority to substitute his discretion  
138 for that of the Superintendent with respect to the severity of the  
139 penalty imposed upon the employee by the Superintendent, unless  
140 the employee can demonstrate the penalty imposed was arbitrary  
141 and capricious under the circumstances.



142           Section 7.     Powers of Arbitrator.

- 143           A.     It shall be the function of the arbitrator, and he shall be empowered,  
144                   except as his powers are limited below, after due investigation, to make a  
145                   decision in cases of alleged violation of the specific articles and sections  
146                   of this Agreement. He shall have no power to add to, subtract from,  
147                   disregard, alter, or modify any of the terms of this Agreement.
- 148           B.     The arbitrator shall have no power to change any policy, or rule of the  
149                   Board, nor to substitute his judgment for that of the Board as to the  
150                   reasonableness of such policy or rule.
- 151           C.     If either party disputes the arbitrability of any grievance under the terms of  
152                   this Agreement, the arbitrator shall decide if the grievance is arbitrable,  
153                   subject to judicial review in accordance with law.
- 154           D.     The decision of the arbitrator in any case shall not require a retroactive  
155                   wage adjustment in any other case.
- 156           E.     All arbitration cases shall be conducted and considered as an appellate  
157                   process, and the grievant shall have the burden of proof in all cases except  
158                   for discipline cases.
- 159           F.     Actions of the Board, except those which violate the terms and conditions  
160                   of this Agreement, shall be exempt from arbitration.

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162           Section 8.     Other Provisions.

- 163           A.     Costs. The costs for the services of the arbitrator, including per diem  
164                   expenses, if any, and actual and necessary travel, and the cost of the  
165                   arbitration process shall be borne equally by the Board and the  
166                   Association.

167                   The Association shall not be responsible for costs of the arbitrator or the  
168                   arbitration process if the Association does not desire to carry a specific  
169                   grievance to arbitration. In such case the grievant(s) may proceed to  
170                   arbitration independently, provided that the costs thereof are assumed by  
171                   the grievant(s). The Association, however, shall be entitled to be present  
172                   during the arbitration process. In no case shall the Board be responsible  
173                   for more than one-half (1/2) of the cost of the arbitrator or the arbitration  
174                   process.

- 175           B.     Release Time. Step 1 of the grievance procedure shall be initiated during  
176                   the regular teacher workday and may be extended by mutual agreement.

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C. Representation.

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1. Any employee who is a member of the Association shall have the right to have Association representation during the grievance procedure and shall not be required to discuss his grievance if such representative is not present. Upon request to the Association, non-Association employees of the bargaining unit may have the Association process grievances. Such representation shall be at the discretion of the Association. Any employee shall have the right to process his own grievance(s) at any time, in person or by legal counsel, and to have such grievance(s) adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, and provided the Association has been given reasonable opportunity to be present at any meeting, including arbitration, called for the resolution of such grievance(s) and to present its position concerning the dispute, and provided that no employee organization other than the Association be allowed to intervene in the process of the resolution of such grievances.

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2. In dealing with the processing of grievances, Association representatives may be granted reasonable access to school personnel during the working day where in the opinion of the principal such would not interfere with the duties or responsibilities of the persons involved.

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D. No Reprisals No reprisals shall be invoked against any party(ies) for processing a grievance or participating in any way in the grievance procedure. Documents of any kind or form pertaining to the initiation, processing, or settlement of any grievance shall be placed in a confidential file established solely for this purpose.

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E. Communication. Each of the parties shall provide to the other, where legal, all materials, communications, decisions, or other information relative to the processing of any grievance. A fair and equitable cost may be charged to the requesting party.

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F. Any grievance arising under this Agreement shall be processed through the grievance procedure as outlined herein until resolution is reached or the grievance is withdrawn. With the mutual consent of the parties, mediation shall be an option at any step.

- 213 G. End of the Year Grievance. In the event a grievance is filed on or after  
214 June 1, which, if left unresolved until the beginning of the following  
215 school year, could result in irreparable harm to a party in interest, the time  
216 limits set forth herein shall be reduced so that the grievance procedure  
217 may be exhausted prior to the end of the school term, or as soon thereafter  
218 as is practicable.
- 219 H. Grievances involving the Association and grievances involving more than  
220 one (1) teacher or more than one (1) school center shall begin at Step 2.
- 221 I. All grievances and responses must be submitted on the official forms  
222 provided for use with this Agreement.
- 223 J. Withdrawal of Grievance. The grievant(s) may withdraw a grievance at  
224 any point in the procedure provided that the same grievance shall not be  
225 filed a second time.
- 226 K. The filing of a grievance shall in no way interfere with the right of the  
227 Board to proceed in carrying out its management responsibilities, subject  
228 to the final decision of the grievance.
- 229 L. The grievant must be present at all grievance hearings unless an  
230 emergency arises or it is agreed by both parties that the hearing will be  
231 postponed or that the grievant's presence is unnecessary; otherwise the  
232 grievance will be considered waived.
- 233 M. In the event the alleged grievance involves an order, requirement, etc., the  
234 grievant shall fulfill or carry out any such order or requirements, etc.,  
235 pending the final decision of the grievance.
- 236 N. Any written agreement reached between the Board and the Association is  
237 binding on all parties affected and cannot be changed by any individual.
- 238 O. Step 1 of this Grievance Procedure may be passed to the next level for any  
239 reason as determined by the Board or its representative (e.g. no authority  
240 to make the decision). In such cases, the reason, therefore, shall be stated  
241 on the proper grievance form.
- 242 P. Notwithstanding any other provision of this Agreement, disputes or  
243 matters involving the renewal or non-renewal of contracts shall not be  
244 subject to the grievance/arbitration procedure of this Agreement. Such  
245 matters will be dealt with under the procedure contained in Article XIII.

## ARTICLE X

## TEACHING CONDITIONS

### Section 1. Special Duties.

A. Extra- and Co-curricular Duties. When the building administrator determines teachers are needed to perform extra-curricular duties and to participate in other school-related activities for which no supplement is paid during and beyond the normal teacher workday and teachers are assigned to such duties by the building administrator in order to implement the total school program, the building administrator shall make every effort possible to receive input from the faculty, including but not limited to, recommendations and suggestions from the faculty and/or a faculty selected committee as well as equitable rotation procedures in determining the assignments of such duties.

Teachers performing extra- and co-curricular duties after the normal teacher workday shall be entitled to equal release time during the workday other than pupil time, arrangements being made and approved by the school principal.

B. Non-instructional duties during the school day which teachers shall be expected to perform are those non-teaching duties normally associated with teaching such as, but not limited to, bus duty, lunchroom duty, playground duty, hall duty, lavatory duty, assembly duty, and supervision of other places where pupils may congregate during the school day.

C. It is the desire of the parties to reduce the normal school day non-instructional duties of teachers wherever practicable in order to provide teachers with more time for student contact and other instruction-related activities. Where such duties are necessary, the building administrator shall make such assignments according to the process delineated in this paragraph and shall make every effort possible to receive input from the faculty, including but not limited to, recommendations and suggestions from the faculty and/or faculty-selected committee as well as equitable rotation procedures in determining the assignments to such duties.

Section 2. Teachers will be provided with supplies, textbooks, materials, and equipment determined by the Board to be essential to teaching and courses assigned. In requesting supplies, textbooks, materials, and equipment, teachers will be entitled to receive sufficient financial information to enable them to present requests in priority.

The local school budget shall be made available for faculty information.

35        Section 3.     Teachers will be provided with an area or space in which to work.  
36     The nature of the area may vary depending upon local conditions. Areas designed for  
37     security shall be provided in this space or another space in the building.

38        Where practicable, when a teacher is required to move from classroom to  
39     classroom in order to provide instruction (floating teachers), the administration will  
40     attempt to locate classrooms in the same general area of the school facility and, whenever  
41     possible, assign more experienced teachers to handle such assignments.

42        Section 4.     Within its ability, the Board shall make available in each school a  
43     lunch area, restroom and lavatory facilities, and parking area exclusively for employee  
44     use, and at least one area which shall be reserved for use as a faculty work area.

45        Section 5.     Telephones will be available to teachers for reasonable use at all  
46     schools. To the degree possible, teachers shall be afforded privacy in use of the  
47     telephone. Teachers shall not be required to post local telephone calls. Official school  
48     business shall take precedence over all other uses of the telephone.

49        Section 6.     Messages may be received at the school for teachers. Incoming  
50     messages shall be received and noted as to date, time, and name of sender and placed in  
51     the teacher's mailbox. Messages should be delivered to the teacher upon receipt if it is  
52     determined that such messages are of emergency nature.

53        Section 7.     Both parties acknowledge the responsibility of the building  
54     administrator to exercise the authority to reassign temporarily any teacher's duties to  
55     meet any emergency situations. In emergency situations, teachers may be required to  
56     cover a class or an assignment for another teacher. Efforts should be made to use faculty-  
57     developed equitable rotation procedures involving the use of all qualified personnel. For  
58     the purpose of this section, an emergency shall mean something unexpected,  
59     unavoidable, or unplanned. Teachers shall be expected, in the performance of their duty,  
60     to do what any prudent person would be expected to do under similar circumstances  
61     except that no teacher shall be required to perform any act which may reasonably be  
62     considered to endanger the health, safety, or well-being of the teacher. The building  
63     administrator, with input from the faculty, shall develop plans to deal with emergency  
64     situations. Emergency communication procedures shall be established for each  
65     classroom.

66        Section 8.     Every teacher shall exercise professional judgment in teaching  
67     course content and in planning for its implementation. In so doing, it is understood that  
68     the teacher is accountable for the results of his judgment.

Teachers shall be expected to establish and encourage high standards of student performance which are professionally defensible and appropriate for the learning situation involved. District curriculum guides shall be used by teachers in planning and teaching course content, and teachers shall be responsible for teaching required skills. For auditing purposes, the official form for documenting required skills/standards shall be used.

Teachers shall be required to maintain daily and long-range lesson plans, but such plans need not follow a standardized format. Lesson plans shall include information identifying course outline items. Such plans shall be made available on a daily, weekly, and/or alternate basis as requested by the principal.

Section 9. Teachers shall make themselves available for student and parent conferences. Where practicable, conferences dealing with parent/student/teacher concerns will be scheduled at times convenient for all parties concerned; timely notification as well as opportunity for input and feedback will be provided. The principal shall have the final authority in setting conference times and dates.

Where practicable and in circumstances where a teacher refers a student to a special program or other instructional setting, the referring teacher may participate in any conference(s) relating to that placement. The principal shall have final authority in setting the time for conferences.

Section 10. Teachers shall not be required to attend meetings held for the solicitation of non-instructional materials.

Section 11. Every reasonable effort shall be made to reduce the money-collecting responsibilities of teachers.

Section 12. Teachers shall be notified in writing of their tentative fall teaching assignments prior to the close of the preceding year. Whenever circumstances dictate changes in assignments, building administrators shall notify teachers with an explanation.

Section 13. Teacher planning days which occur during the student school year shall be used primarily for self-directed activities such as maintaining and updating records, planning for the next term, and for faculty and/or departmental meetings at the local school. Any other activity must have the specific permission of the building administrator.

Section 14. Every reasonable effort shall be made in each school to provide a facility for private conferences.

Section 15. Unless otherwise modified by the terms of this Agreement, teachers shall use the school day for carrying out their assigned responsibilities.

104        Section 16.     The reporting of final grades at the conclusion of the first and third  
105 marking period shall not be required prior to the close of the second workday following  
106 said period. A minimum of one (1) of the two (2) workdays shall be without students  
107 present.

108        Early release days shall be provided at the end of each major grading period for  
109 the purpose of assisting teachers in administering and grading student examinations at the  
110 middle and high school level and providing planning time for teachers at the elementary  
111 level.

112        Section 17.     All parties to this Agreement shall be expected to abide by the  
113 provisions of this contract. Violations may be subject to appropriate disciplinary and/or  
114 grievance procedures.

115        Section 18.     Each school shall make available to teachers an accessible process  
116 for use in preparing instructional material needed.

117        Section 19.     On occasions when the teacher is absent for a minimum of one (1)  
118 school day or longer, and provided that a suitable substitute is available, the Board agrees  
119 that such substitute will be provided except in situations where an(other) teacher(s)  
120 voluntarily agree(s) to cover the class(es) or assignment(s) of the absent teacher, or in  
121 those situations where no substitute is required. The administration is responsible for  
122 providing substitutes when a teacher is absent.

123        Section 20.

124        A.     Each teacher or other member of the staff of any school shall assume such  
125 authority for the control of pupils as may be assigned to him by the  
126 principal and shall keep good order in the classroom and in other places in  
127 which he is assigned to be in charge of pupils, but he shall not inflict  
128 corporal punishment before consulting the principal or his designee, and  
129 in no case shall such punishment be degrading or unduly severe in its  
130 nature. Under no circumstances may a teacher suspend a pupil from class  
131 unless appropriate district procedures jointly developed by the parties and  
132 consistent with Florida Statutes are followed. When, in the judgment of  
133 the teacher, a student is by his behavior seriously disrupting the  
134 instructional program to the detriment of other students, the teacher may  
135 refer the student to the principal or his designee. The principal or his  
136 designee shall provide assistance and support to teachers in the handling  
137 of these referrals, and shall respond in writing to the teacher making said  
138 referral by noting the action taken by the administrator involved. The  
139 teacher may request a conference with the principal or his designee and  
140 possibly an appropriate specialist as soon as possible to discuss the  
141 problem and to decide upon appropriate steps for its resolution.

Joint teacher/administrator committees established in 1993-94 to deal with matters pertaining to environmental issues, medically fragile children, and juvenile violence will continue to function and provide recommendations, as needed, to the Board for its consideration. The committees shall be used as advisory groups able to assist in implementing statutes, policies and guidelines.

- B. A teacher may send a student to the principal's office to maintain effective discipline in the classroom. The school referral form shall be used and reflect the teacher's recommendation when applying discipline. The principal shall employ appropriate discipline-management techniques consistent with the code of conduct under Section 230.23, Florida Statutes, and report his actions to the teacher.

A teacher may remove a student from class and send the student to the principal's office: (1) when the student's behavior has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn; or (2) when the teacher determines that the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn.

The teacher is responsible for providing and maintaining all documentation required for the removal of a student from the teacher's class. The teacher's documentation shall include at least three (3) interventions at the classroom level (one must be parental contact); at least three (3) referrals (Level II or chronic Level I disruptions) to the office for disciplinary action; and, a conference with the teacher, student, and administration which may include the parent when possible. The teacher will use the agreed upon form found in Appendix D.

If a teacher removes a student from class, the principal may place the student in another appropriate classroom, in in-school suspension, or in an alternative education program; or the principal may recommend the student for out-of-school suspension or expulsion as appropriate. The student may be prohibited from attending or participating in school sponsored or school-related activities. The principal may not return the student to that teacher's class without the teacher's consent unless the committee established herein determines that such placement is the best or only available alternative. The teacher and the Placement Review Committee must render decisions within five (5) work days of the removal of the student from the classroom. Records of all decisions of the committee shall be maintained which include among other things the student's name, the teacher's documentation, the teacher's



184 recommendation, the committee's decision and the committee's rationale  
185 for the decision.

186 Each school shall determine the number of Placement Review Committees  
187 appropriate for its grade configuration and the length of time to be served  
188 by the committee members. Each school shall establish Placement  
189 Review Committees to determine placement of a student when a teacher  
190 withholds consent to return a student to the teacher's class. Committee  
191 membership must include at least the following: two (2) teachers elected  
192 by the eligible bargaining unit members at the school, one (1) member of  
193 the school staff selected by the principal, one (1) teacher alternate elected  
194 by the eligible bargaining unit members at the school. An alternate shall  
195 serve when a regular teacher member is unable to serve. Sufficient  
196 teacher alternates shall be elected to ensure that the Committee will have  
197 at least one teacher available for the grade level range or subject area in  
198 which the disruptive student is enrolled. If the size of the Committee is  
199 increased, the ratio of two elected by the faculty and one selected by the  
200 principal shall be maintained.

201 Any teacher who exercises the option to remove twenty-five percent  
202 (25%) of his or her class enrollment during the class year or course term  
203 shall be required to complete professional development activities to  
204 improve classroom management skills. The district shall be responsible  
205 for providing that component at reasonable times and places. The required  
206 activity(ies) must be completed before the beginning of the next school  
207 year.

208 Section 21. A teacher may act as necessary and appropriate to protect himself  
209 from attack or to prevent injury to another person.

210 Section 22. The Board or its representatives upon any complaint by a parent or  
211 student directed toward a teacher may investigate the problem until a reasonable solution  
212 is achieved. Any complaint regarding a teacher made to the administration by any  
213 parents, students, or other person, which is considered in a written evaluation of a  
214 teacher's performance or which may result in disciplinary action, will be promptly called  
215 to his attention. Such notification to the teacher shall include the name of the parent,  
216 student, or other person lodging the complaint.

217 Section 23. Any teacher formerly holding a continuing contract or professional  
218 service contract who is reemployed by the Board may be issued a professional service  
219 contract upon the completion of one (1) year's successful service, including acceptable  
220 performance, as an employee of the Board if the teacher formerly held a continuing  
221 contract or professional service contract in this district or upon the completion of two (2)  
222 years' successful service, including acceptable performance, as an employee of the Board  
223 if the teacher formerly held a continuing contract or professional service contract in  
224 another Florida district.

225       Section 24. No teacher shall be required to accept and supervise a student  
226 teacher or any other type of teacher trainee, nor shall teachers who accept be held  
227 responsible for any actions or judgments on the part of such persons operating in  
228 instructional settings as a part of preservice programs. Teachers who do agree to such  
229 supervisory assignments shall be informed of guidelines under which trainees will  
230 operate and will be responsible for seeing that these guidelines are followed.

231       Section 25. To the extent possible, teachers shall have the opportunity to be  
232 present at the interviewing of teacher aide applicants with whom the teachers shall work.  
233 The principal shall have the final authority to recommend the teacher aide for  
234 appointment.

235       Section 26. Where practicable, teachers and/or faculty-appointed committees  
236 shall be given the opportunity to make recommendations to the building administrator in  
237 studying, planning, and implementing programs of study and other operational  
238 procedures of the school and shall be encouraged to become actively involved in matters  
239 which directly affect students. The recommendations of the teachers and/or faculty-  
240 appointed committees shall not be altered; however, the decisions of the building  
241 administrator shall be final in all cases.

242       Section 27. The Board agrees that it will provide assistance, including  
243 consultation with the Board's attorney, to teachers in situations involving alleged  
244 violations of Sections 231.06, 231.07, and 230.234, Florida Statutes, where the Board  
245 determines, in its discretion, that such assistance is proper and appropriate.

246       Section 28. If a teacher believes he needs additional materials, special  
247 materials, or special assistance for mainstreamed students or for students for whom  
248 English is a second language, the teacher will bring this request to the principal's atten-  
249 tion. If the principal has the authority to grant or deny the request, the principal will do  
250 so as soon as possible. If not, the principal will bring the request to the attention of the  
251 appropriate administrator in the County Office for disposition. The teacher shall be  
252 advised of the disposition. When teachers are called upon to perform medical or hygiene  
253 procedures for students, they shall do so in accordance with Florida Statutes and shall  
254 receive adequate training prior to providing assistance.

255       Section 29. It is not the responsibility of the Association or of the members of  
256 the bargaining unit to exercise administrative or supervisory functions in the  
257 management of the schools.

258       In the event, however, that it becomes necessary for the principal of a school to be  
259 away from the school grounds, he may assign administrative duties to a member of the  
260 bargaining unit of that school provided that such member agrees to assume such  
261 administrative function.

262           Section 30.   Any overpayments or underpayments which are made to a teacher  
263 by the school system shall be correctly adjusted prior to the end of the contract year  
264 according to a payment schedule agreed upon by the teacher and the representatives of  
265 the school system Finance Office, unless by mutual consent an alternate arrangement is  
266 negotiated.

267           Section 31.   Classrooms will not be interrupted through the use of  
268 intercommunication systems more than absolutely necessary; if abuse of this provision  
269 occurs, teachers shall be entitled to recommend remedies for eliminating such abuse.  
270 The principal shall have the final authority in the control and operation of the  
271 intercommunication system.

272           Section 32.   No Tobacco Use.

273           A.     In order to safeguard the health and safety of all employees in the Lake  
274 County School District, the parties agree that, effective January 1, 2000,  
275 the use of all tobacco products shall be prohibited in all School Board  
276 facilities, on all School Board property and in all School Board vehicles.

277           B.     The Board agrees to provide bargaining unit employees with information  
278 about programs that are available to assist employees in their efforts to  
279 quit and/or reduce use of tobacco products. However, costs incurred by  
280 the efforts of an employee to cease or reduce tobacco use shall not be the  
281 Board's responsibility.

282           Section 33.   Drug Free Workplace. The School Board of Lake County and the  
283 Lake County Education Association subscribe to, support, and promote the goal of a drug  
284 free workplace in accordance with Section 112.0455, Florida Statutes - Drug Free  
285 Workplace Act.

286           The Drug Free Workplace policy ratified by the Board and the LCEA during the  
287 1990-91 school year shall constitute Article X, Section 33 of this Agreement as amended  
288 in 1992.

289           A.     No employee of the School Board shall manufacture, distribute, dispense,  
290 possess, or use on or in the workplace any drug as defined in Subsection  
291 (F)(1) of this policy. As a condition of employment, each employee shall  
292 notify his or her supervisor of his or her conviction of any criminal drug  
293 statute for a violation occurring in the workplace no later than five (5)  
294 days after such conviction.

295           B.     Any employee who violates the terms of this policy may be non-renewed  
296 or his or her employment may be suspended or terminated. When an  
297 employee has a positive confirmed drug test, such action by the School  
298 Board will be considered to be for cause. However, at the discretion of  
299 the School Board, an employee may be allowed to satisfactorily

participate in and complete a Board approved drug abuse assistance or rehabilitation program in lieu of a non-renewal, suspension or termination. Where a job applicant has a positive confirmed drug test, the School Board may refuse to hire the applicant and such refusal to hire will be considered to be for cause.

C. The School Board will not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the School Board, for a drug-related problem if there has been no communication to the employee of a demand for a drug test and the employee has not previously tested positive for drug use and the employee enters an employee assistance program for drug-related problems or an alcohol and drug rehabilitation program. A request for voluntary treatment under these conditions does not constitute reasonable suspicion for ordering a drug test. (The intent is to allow an employee one (1) opportunity to voluntarily seek treatment for a substance abuse problem.)

D. Sanctions and discipline against employees, including non-renewal, suspension and termination shall be in accordance with prescribed School District's procedures and in the event of violation of Subsection (1) herein shall be commenced within thirty (30) days of receiving notice of an employee's conviction. Within ten (10) days of receiving notice of an employee's conviction in violation of this Rule the Superintendent shall notify the State and Federal Departments of Education.

E. A drug-free awareness program is hereby established, and is to be implemented by the Superintendent, to inform employees of the dangers of drug abuse in the workplace, of the School Board's policy of maintaining a drug-free workplace, of available drug counseling, rehabilitation, and assistance programs, and of the penalties to be imposed upon employees for drug abuse violations occurring in the workplace. As a part of this program, all employees and applicants for employment shall be given notice of School Board's policy regarding the maintenance of a drug-free workplace.

F. Except where the context otherwise requires, as used in this policy:

1. "Drug" means alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methalqualine; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or, a metabolite of any of the substances listed herein.

- 339 2. "Initial drug test" means the first drug test which is used to identify  
340 negative and presumptive positive specimens. The initial test for  
341 alcohol shall be by enzyme oxidation methodology and the initial  
342 test for all other drugs shall use a sensitive and reliable Food and  
343 Drug Administration approved immunoassay procedure.
- 344 3. "Confirmation test", "confirmed test", or "confirmed drug test"  
345 means a second analytical run on a sample that is positive on the  
346 initial screening test. The confirmation test must be different in  
347 scientific principle from that of the initial test procedure. This  
348 confirmation method shall be capable of providing requisite  
349 specificity, sensitivity, and quantitative accuracy. The  
350 confirmation test for alcohol will be gas chromatography and the  
351 confirmation test for all other drugs will be gas  
352 chromatography/mass spectrometry.
- 353 4. "Prescription or non-prescription medication" means a drug or  
354 medication obtained pursuant to a prescription as defined by  
355 Section 890.02(17), Florida Statutes, or a medication that is  
356 authorized pursuant to Federal or State law for general distribution  
357 and use without a prescription in the treatment of human diseases,  
358 ailments or injuries.
- 359 5. "Reasonable suspicion drug testing" means a drug testing based on  
360 a belief that an employee is using or has used drugs in violation of  
361 the School Board's policy drawn from specific objective and  
362 articulable facts and reasonable inferences drawn from those facts  
363 in light of experience. Among other things, such facts and  
364 inferences may be based upon:
- 365 (a) Observable phenomena while at work, such as direct  
366 observation of drug use or the physical symptoms or  
367 manifestations of being under the influence of a drug.
- 368 (b) Abnormal conduct or erratic behavior while at work or a  
369 significant deterioration in work performance.
- 370 (c) A report of drug use in the workplace, provided by a  
371 reliable and credible source, which has been independently  
372 corroborated.
- 373 (d) Evidence that an individual has tampered with a drug test  
374 during his employment with the School Board.
- 375 (e) Evidence that an employee has caused or contributed to an  
376 accident while at work.

- 377 (f) Evidence that an employee has used, possessed, sold,  
378 solicited, or transferred drugs while working or while on  
379 any School Board premises or while operating a School  
380 Board vehicle, machinery or equipment.
- 381 6. "Specimen" means tissue or product of the human body capable of  
382 revealing the presence of drugs or their metabolites.
- 383 7. "Workplace" is defined to mean the site of the performance of  
384 work done in connection with employment. That includes any  
385 school building or any school premises; any vehicle owned, leased,  
386 rented or used on official business by the School Board; and any  
387 vehicle used to transport students to and from school and school  
388 activities off school property during any school sponsored or  
389 school activity, event or function, such as field trip or athletic  
390 event, where students are under the jurisdiction of the school  
391 district.
- 392 8. "Employee Assistance Program" means the program provided by  
393 the Employee Health Care Program or a similar School Board  
394 approved drug abuse assistance or rehabilitation program.
- 395 G. The School Board will communicate to the employee prior to conducting  
396 the drug test the reasons for ordering the test and will conduct drug testing  
397 in the following circumstances:
- 398 1. **JOB APPLICANT DRUG TESTING:** This drug testing will  
399 be required of all job applicants. Refusal of the job applicant to  
400 submit to a drug test or a positive confirmed drug test is a basis for  
401 refusal to hire a job applicant.
- 402 2. **REASONABLE SUSPICION DRUG TESTING:** Where there is a  
403 reasonable suspicion that an employee is using or has used drugs  
404 in violation of the School Board's policy. The facts and inferences  
405 outlined under "Reasonable Suspicion Drug Testing" listed above  
406 shall be used in determining whether a reasonable suspicion exists.
- 407 3. **ROUTINE FITNESS FOR DUTY DRUG TESTING:** The  
408 School Board will require an employee to submit to a drug test if  
409 the test is conducted as part of a routinely scheduled employee  
410 fitness for duty medical examination that is part of or becomes part  
411 of the School Board's established policy or that is scheduled  
412 routinely for all members of an employment classification or  
413 group.

- 414 4. FOLLOW-UP DRUG TESTING will be required if the employee,  
415 in the course of employment, enters an employee assistance drug  
416 related program or an alcohol or drug rehabilitation program. Such  
417 an employee will be required to submit to a drug test as a follow-  
418 up to such a program on a quarterly, annual or semi-annual basis  
419 for up to two (2) years thereafter.
- 420 H. The following procedures shall apply to drug testing under this policy:
- 421 1. Samples shall be collected with due regard for the privacy of the  
422 individual providing the sample, and in a manner reasonably  
423 calculated to prevent substitution or contamination of the sample.
- 424 2. Specimen collection shall be documented and the documentation  
425 procedures shall include:
- 426 (a) Labeling specimen containers so as to reasonably preclude  
427 the likelihood of erroneous identification of test results;  
428 and,
- 429 (b) A form for the employee or job applicant to provide any  
430 information he may feel is relevant to the test. Such  
431 information may include currently or recently used  
432 prescription or non-prescription medication or any other  
433 relevant medical information; providing such information  
434 shall not preclude the administration of a drug test, but  
435 shall be taken into account in interpreting any positive  
436 results.
- 437 3. Specimen collection, storage and transportation to the testing site  
438 shall be performed in a manner in which will reasonably preclude  
439 specimen contamination or adulteration.
- 440 4. Each initial and confirmation test, not including the taking or  
441 collecting of a specimen to be tested, shall be conducted by a  
442 laboratory licensed by the Department of Health and Rehabilitative  
443 Services criteria established by the National Institute on Drug  
444 Abuse. The laboratory shall conform to the mandates of Section  
445 112.0455(12), Florida Statutes, and applicable rule of the  
446 Department of Health and Rehabilitative Services.
- 447 5. Specimens for drug testing may be collected or taken by any of the  
448 following persons:

- 449 (a) A physician, a physician's assistant, a registered  
450 professional nurse, a Licensed Practical Nurse, or a Nurse  
451 Practitioner.
- 452 (b) A certified paramedic who is present at the scene of an  
453 accident for the purpose of rendering emergency medical  
454 services or treatment.
- 455 (c) A qualified person employed by a licensed laboratory who  
456 has the necessary training and skills for the assigned tasks.
- 457 6. A person who collects or takes a specimen for a drug test will  
458 collect an amount sufficient for two (2) drug tests as determined by  
459 the Department of Health and Rehabilitative Services.
- 460 7. A drug test may be conducted at any reasonable time during the  
461 employee's workday.
- 462 8. Every specimen that produces a positive confirmed result shall be  
463 preserved by the licensed laboratory that conducts the confirmation  
464 test for a period of at least 210 days from the time the results are  
465 mailed or otherwise delivered to the School Board. However, if an  
466 employee or job applicant undertakes an administrative or legal  
467 challenge to the test result, the employee or job applicant shall  
468 notify the laboratory and the sample shall be retained by the  
469 laboratory until the case or administrative appeal is settled. During  
470 the 180 day period after the written notification of a positive test  
471 result, the employee or job applicant who has provided the  
472 specimen shall be permitted by the School Board to have a portion  
473 of the specimen re-tested, at the employee's or applicant's expense,  
474 at another laboratory, licensed and approved by the Department of  
475 Health and Rehabilitative Services, chosen by the employee or  
476 applicant. The second laboratory must test at equal or greater  
477 sensitivity for the drug in question as the first laboratory. The first  
478 laboratory which performed the test for the School Board shall be  
479 responsible for the transfer of the portion of the specimen to be re-  
480 tested, and for the integrity of the chain of custody during such  
481 transfer.
- 482 9. Within five (5) working days of the receipt of a positive confirmed  
483 test result from the testing laboratory, the Superintendent will  
484 inform the employee or job applicant in writing of such positive  
485 test result, the consequences of such results, and the options  
486 available to the employee or job applicant.



- 487 10. The School Board will provide to the employee or the job  
488 applicant, upon request, a copy of the test results.
- 489 11. Within five (5) working days after receiving notice of positive  
490 confirmed test result, the employee or job applicant may submit  
491 information to the School Board explaining or contesting the test  
492 results and why the results do not constitute a violation of the  
493 School Board's policy.
- 494 12. If an employee's or job applicant's explanation or challenge of the  
495 positive test results is unsatisfactory to the School Board, within  
496 fifteen (15) days of receipt of the explanation or challenge, the  
497 School Board shall issue to the employee or job applicant a written  
498 explanation as to why the employee or job applicant's explanation  
499 is unsatisfactory, along with a report of positive results, and all  
500 such documentation shall be kept confidential by the School Board  
501 pursuant to the confidentiality section of this policy and shall be  
502 retained by the School Board for at least one year.
- 503 13. The School Board may not discharge, discipline, refuse to hire,  
504 discriminate against, or request or require rehabilitation of an  
505 employee or job applicant on the sole basis of a positive test result  
506 that has not been verified by a confirmation test.
- 507 14. If an initial drug test is negative, the School Board may, at its sole  
508 discretion, seek a confirmation test.
- 509 15. All positive initial tests shall be confirmed using gas  
510 chromatography in the case of alcohol and chromatography/mass  
511 spectrometry for all other drugs.
- 512 16. If testing is conducted based on reasonable suspicion, within seven  
513 (7) days after testing of an employee has been completed, the  
514 School Board will promptly detail in writing the circumstances  
515 which formed the basis of the determination that reasonable  
516 suspicion existed to warrant the testing. A copy of this  
517 documentation shall be given to the employee upon request and the  
518 original documentation shall be kept confidential by the School  
519 Board pursuant to the confidentiality provision of this policy and  
520 retained by the School Board for at least one year.
- 521 I. The School Board shall pay the cost of all drug tests, initial and  
522 confirmation, which is required of employees. An employee shall pay the  
523 costs of any additional drug tests not required by the School Board. A job  
524 applicant shall pay the costs of all drug tests administered as a requirement  
525 for employment.

526 J. The School Board will keep all results of drug tests confidential to the  
527 extent mandated by Section 440.102, Florida Statutes.

528 K. Employees and job applicants who are using prescription and non-  
529 prescription medication may report such facts to the School Board before  
530 or after being tested by a signed, dated letter to his department supervisor,  
531 principal, or personnel director as the case may be. A list of the most  
532 common medications by brand name and common name and chemical  
533 name, which may alter or affect a drug test may be obtained from the  
534 office of the director of personnel.

535 L. When an employee refuses to submit to a drug test, the School Board  
536 authorizes the Superintendent to take appropriate action including, but not  
537 limited to, the dismissal from employment with the School Board of that  
538 employee. A job applicant who refuses to submit to a drug test will not be  
539 considered for employment.

540 M. There is no physician/patient relationship created between an employee or  
541 job applicant and the School Board or any person performing or  
542 evaluating a drug test solely by the establishment or implementation or  
543 administration of this drug testing program.

544 N. Nothing in this policy shall be construed to prevent the School Board from  
545 establishing reasonable work rules related to an employee's possession,  
546 sale or solicitation of drugs, including convictions for drug related  
547 offenses and taking action based upon any violation of those Rules.

548 O. Nothing in this policy will be construed to prohibit the School Board from  
549 conducting medical screening or other tests required by any statute, rule,  
550 or regulation for the purpose of monitoring exposure of employees to toxic  
551 or other unhealthy substances in the workplace or in performance of job  
552 responsibilities. Such screening tests shall be limited to the specific  
553 substances expressly identified in the applicable statute rules or  
554 regulation, unless prior written consent of the employee is obtained for  
555 other tests.

556 Section 34. Tuberculosis health screening for employee protection will be  
557 conducted periodically as determined by the District Health Department, recommended  
558 by the Superintendent and approved by the Board.

559 The instructional personnel tuberculosis test shall be the PPD (Mantoux) test.  
560 Any follow-up testing or testing following tuberculosis exposure shall be at the discretion  
561 of the Lake County Public Health Unit.

562 All instructional personnel that are diagnosed with or exposed to tuberculosis  
563 shall be tested in accordance with Lake County Public Health Department and the Center  
564 for Disease Control guidelines.

565 Section 35. Dress Code:

566 The LCEA and the Board agree that teachers shall be expected to dress in a  
567 professional manner which promotes mutual respect from students, colleagues, and the  
568 general public. Attire shall not be offensive or adversely distracting, and it shall adhere  
569 to basic standards of good grooming, personal cleanliness, modesty, and safety. Teachers  
570 shall wear clothing appropriate to their job assignments, including the wearing of special  
571 protective gear when needed. Casual attire shall be allowed on designated days and/or  
572 for designated activities as long as it meets generally accepted standards for  
573 appropriateness in the workplace. In the event an administrator believes a teacher's dress  
574 or appearance fails to meet district professional standards, the administrator shall have  
575 the right to confer with the employee and to require that improvements be made.

576 Section 36. Work Place Safety Committees:

- 577 A. In order to promote health and safety in places of employment in the Lake  
578 County School District, the LCEA and the Board agree that a workplace  
579 safety committee shall be formed at each school and departmental work  
580 site in the District. The committee shall be governed by Section 442.012,  
581 F. S. The goal of the committee shall be to reduce the occupational  
582 hazards confronting employees.
- 583 B. The LCEA shall appoint no more than two (2) representatives to each  
584 school and departmental safety committee. One of the work site  
585 administrators shall be a member of each committee. Management may  
586 also appoint an additional employee who is not included in the bargaining  
587 unit.
- 588 C. Committee activities shall include, but are not limited to, examining  
589 records; investigating workplace accidents, safety-related incidents,  
590 illnesses and deaths; conducting workplace inspections; conducting  
591 surveys of workers; conducting employee interviews; determining health  
592 and safety training needs; and making recommendations to reduce the  
593 occupational risks confronting employees. Bargaining unit employees  
594 who are appointed to the committees shall be compensated their regular  
595 hourly wage while engaged in workplace safety committee training,  
596 meetings or other duties belonging to the committee as prescribed by law.

## ARTICLE XI

### TEACHER EVALUATION

1        Section 1.     The evaluation and assessment of the performance of each teacher  
2 is solely the responsibility of the administration and may not be delegated. Instructional  
3 bargaining unit members who assume the duties and responsibilities of intern principals  
4 shall be considered administrative personnel rather than instructional bargaining unit  
5 personnel during the time of such assignment.

6        Section 2.     It is agreed further that the primary objective of the program to  
7 evaluate teaching performance is to improve the quality of instruction and to encourage  
8 professional growth.

9        Section 3.     Teaching performance shall be evaluated in light of all evidence  
10 pertinent to the discharge of the teacher's professional responsibilities and his exercise of  
11 professional judgment.

12       Section 4.     The designated administrator shall orient all teachers under his  
13 supervision to the evaluation procedures and criteria during the first six (6) weeks of  
14 employment.

15       Section 5.

16       A.     The teaching performance of non-tenured teachers will be formally  
17 assessed once (1) each semester on the adopted assessment form. Tenured  
18 teachers and Professional Service Contract teachers shall be assessed once  
19 (1) each year.

20       B.     Non-tenured teachers will be observed for evaluation at least once each  
21 semester before the formal assessment if no unacceptable areas of  
22 performance are noted and at least twice each semester before the written  
23 assessment if any unacceptable areas of performance are identified.

24             Tenured teachers and Professional Service Contract teachers will be  
25 observed at least once (1) each year before the formal written assessment.  
26 This observation of the tenured teachers will be at least twenty (20)  
27 minutes in length. Observations related to formal assessments shall be  
28 conducted with full knowledge of the teacher.

29             Under normal circumstances a conference between the teacher and the  
30 administrator who conducted the observation shall be held within five (5)  
31 working days of the time the observation was performed.

32       Section 6.

33 A. Teachers may be observed by their supervisors as often as is deemed  
34 necessary.

35 B. All monitoring or observation of the work performance of a teacher will  
36 be conducted openly.

37 Section 7.

38 A. Teacher assessment forms for all bargaining unit employees shall be those  
39 forms agreed to by both parties as set forth in the IPPAS district-approved  
40 plan and/or those forms approved for implementation by the IPPAS Joint  
41 Committee and subsequently approved by the Board.

42 B. Teachers will be expected to correct, as soon as possible, areas of  
43 unsatisfactory performance which have been noted by the supervisor.

44 C. The LCEA and the School Board agree that the Joint Committee on  
45 Evaluation will continue to coordinate and monitor development and  
46 implementation of the new assessment process, entitled the Instructional  
47 Personnel Performance Appraisal System (IPPAS), which uses evaluation  
48 techniques based on modern research findings and which provides for  
49 objective validation of instructional competencies and for recognition of  
50 commendable performance/service. The joint committee shall utilize  
51 recommended guidelines and other information provided by the Florida  
52 Department of Education and shall be authorized to explore any areas  
53 which directly or indirectly affect the appraisal process and/or influence  
54 the professional growth of teachers. All implementation shall be in  
55 accordance with Florida law.

56 Section 8. Teachers will be given at least three (3) weeks from the date  
57 notified of deficiency(ies) to improve the area(s) noted before they will receive another  
58 written evaluation (a classroom observation or a formal assessment) relative to the same  
59 area(s) except as noted in Section 9.

60 Section 9. Areas of deficiencies which can be corrected immediately, such as,  
61 but not limited to, accuracy and punctuality of submitting reports and reporting to work,  
62 may be evaluated at intervals deemed appropriate by the supervisor. Evaluations of this  
63 nature are not restricted to the limitations specified in Section 8 of this Article.

64 Section 10. In the event that a teacher feels his written evaluation was  
65 incomplete or inaccurate, he may put his objections in writing and have them attached to  
66 the evaluation report to be placed in his personnel file.

67 Teachers shall sign the written evaluation report acknowledging receipt no later  
68 than the next teacher workday after initial receipt of the document.

69        Section 11.    A teacher may make reasonable requests in writing through the  
70 principal for additional classroom observation and written evaluation by other managerial  
71 personnel. Any written evaluation prepared by such managerial personnel will be given  
72 to the principal of the school with a copy to the teacher.

73        Section 12.    Observations of a teacher's class by persons other than  
74 district/school administrative/supervisory personnel may occur only after consent has  
75 been granted by the building administrator and after conferring with the teacher involved.

76        Section 13.    If a supervisor believes that a teacher's performance of his duties  
77 and responsibilities is deficient to the extent that a written report of same is necessary  
78 (other than as part of the formal classroom observation procedures), the supervisor shall  
79 hold a conference with the teacher prior to writing and filing the report on the appropriate  
80 form.

81        Section 14.    Any teacher in danger of dismissal because of poor performance  
82 shall be afforded the NEAT procedure which includes:

83                N - Notice of alleged deficiencies which, if not  
84                        corrected, would lead to dismissal

85                E - Explanation to the teacher of alleged deficiencies and  
86                        suggestions for correction

87                A - Assistance rendered by the administration to  
88                        correct alleged deficiencies

89                T - Time for alleged deficiencies to be corrected.

## ARTICLE XII

### PROFESSIONAL IMPROVEMENT

1        Section 1.     Newly-hired teachers, teachers who have a change in their  
2 certificate status, and teachers who have renewed their special certificates must file their  
3 valid certificates and their official transcripts of credits with the Personnel Office.  
4 Failure to file the certificates or evidence thereof by the teacher's second pay period shall  
5 result in withholding of pay until such filing has been completed.

6        Section 2.     When inservice training programs or teachers' meetings are held  
7 during teachers' regular working hours, all teachers required to be involved shall attend  
8 for the full time of the program and contribute to the work at hand, unless excused in  
9 writing by the appropriate administrator. When needed, as determined by the Board,  
10 newly-hired teachers on the 196 day calendar shall report to duty two (2) workdays prior  
11 to the regular contractual year for inservice training at the hourly workshop rate as  
12 specified in Section 9 of Article XVI.

13        Section 3.     Lake District Accountability Process

14        A.     Nothing contained in the district and/or local school accountability  
15 process shall be construed to lessen or otherwise alter the authority of the  
16 school principal as provided for in law, rules or regulations.

17        B.     District Advisory Council. A joint committee of seven (7) administrators,  
18 seven (7) teachers, and five (5) parent/citizens/business members, will  
19 serve as the District Advisory Council for the 2002-2003 school year. The  
20 President of the Lake County Education Association (LCEA) and the  
21 Superintendent of Lake County Schools or his designee shall serve as co-  
22 chairs of the District Advisory Council. The LCEA shall be responsible  
23 for selecting its council members, the Superintendent shall be responsible  
24 for selecting administrative members, and the Board shall be responsible  
25 for selecting five (5) parent/citizen/business members by each Board  
26 member nominating one (1) community representative. The council shall  
27 be made up of members representing the appropriate ethnic, racial, and  
28 economic balance of the school district. The final combined list of  
29 nominees from the three (3) parties shall be approved by the Board. The  
30 nomination of parents, citizens, and business representatives, for Board  
31 approval will ensure appropriate ethnic, racial, and economic balance.

32                The purpose of the District Advisory Council shall be to oversee, assist,  
33 and facilitate the development and implementation of Lake County's  
34 school improvement process.

35        C.     School Advisory Councils

36 1. Composition of Councils - Council members shall include the  
37 school principal and an appropriately balanced number of teachers,  
38 education support employees, students, parents, and business and  
39 community representatives.

40 (a) Members shall be representative of the ethnic, racial, and  
41 economic community served by the council.

42 (b) Student representation shall be required for school advisory  
43 councils established at vocational-technical centers and  
44 high schools and may be included for school advisory  
45 councils serving middle and junior high schools. Student  
46 representation shall not be required for school advisory  
47 councils serving elementary schools.

48 (c) The term education support "employees" as used herein  
49 shall refer to any person who is employed by a school for  
50 twenty (20) or more hours during a normal working week  
51 and who does not meet the definition of instructional or  
52 administrative personnel pursuant to Section 228.041,  
53 Florida Statutes.

54 (d) The term "teacher" as used herein shall include classroom  
55 teachers, certified student services personnel, and media  
56 specialists.

57 (e) Appropriately balanced as used herein shall mean a  
58 proportionate number of council members considering each  
59 peer group being represented on the council, excluding the  
60 school principal. The size of the school advisory council  
61 and the ratio of representatives among the peer groups,  
62 excluding the school principal, shall be set forth in the  
63 operational guidelines adopted by each school advisory  
64 council.

65 2. Selection of Council Members - Effective July 1, 1993, new  
66 council members shall be elected by their respective peer group,  
67 except for business and community representatives and the school  
68 principal. An individual who served as a member of a school  
69 advisory council prior to July 1, 1993, may continue his  
70 membership on the council provided confirmation is received by  
71 the School Board as described in Subsection (3) herein.

72 (a) The following council members shall be elected in a fair  
73 and equitable manner as determined by their respective



74 peer group and as set forth in the operational guidelines of  
75 the school advisory council.

76 1. A teacher(s) shall be elected by teachers;

77 2. An education support employee(s) shall be elected  
78 by education support employees;

79 3. A student(s), when appropriate, shall be elected by  
80 students; and

81 4. A parent(s) shall be elected by parents.

82 (b) Effective July 1, 1993, the school advisory council shall  
83 select a business and community member(s) to serve on the  
84 school advisory council after reviewing the list of nominees  
85 prepared by the school principal.

86 1. Business and community representatives shall be  
87 selected initially through a nomination and selection  
88 process facilitated by the school principal of each  
89 school advisory council.

90 a. The school principal shall seek candidates  
91 who are interested in making a commitment  
92 to participate on the school advisory council  
93 by representing businesses and the  
94 community.

95 b. Letters, newsletters, or other media releases  
96 shall be used by the school principal to seek  
97 candidates.

98 c. The school principal shall prepare a list of  
99 individuals seeking nomination to the school  
100 advisory council and shall present the list to  
101 the school advisory council for selecting the  
102 business and community representative(s).

103 2. Subsequent to the initial selection as described in  
104 Subsection 2(b)1 herein, the operational guidelines  
105 of the school advisory council shall set forth  
106 procedures for nominating business and community  
107 representatives to serve on the school advisory  
108 council.

- 109 (c) The principal shall submit the list of council members to  
110 the Superintendent for review of each school to determine  
111 compliance with Subsection 1 herein. The membership list  
112 shall contain the name of each council member and the  
113 peer group which is being represented by each member and  
114 a description of how the council represents the ethnic,  
115 racial, and economic community served by the school.
- 116 3. Confirmation of the School Advisory Council - The  
117 Superintendent shall submit to the School Board for review and  
118 approval the membership list for each school advisory council in  
119 the District. The School Board shall determine if a school  
120 advisory council meets criteria specified in Subsection (1) herein;  
121 additional members shall be appointed by the School Board when  
122 it is required to achieve the proper representation on the school  
123 advisory council.
- 124 4. Responsibilities of Councils - Each school advisory council shall:
- 125 (a) Review the results of any needs assessments conducted by  
126 the school administration.
- 127 (b) Assist in the development of the school improvement plan  
128 and provide recommendations on specific components of  
129 the plan, such as the goals of the school, indicators of  
130 school and student progress, and strategies and evaluation  
131 procedures to measure student performance.
- 132 (c) Define adequate progress for each school goal; obtain  
133 public input when defining adequate progress for school  
134 goals; negotiate the definition of adequate progress with the  
135 School Board; and notify and request assistance from the  
136 School Board when the school fails to make adequate  
137 progress in any single goal area.
- 138 (d) Monitor students' and the school's progress in attaining  
139 goals and evaluate the appropriateness of the indicators of  
140 student progress and strategies and evaluation procedures  
141 which are selected to measure student performance.
- 142 (e) Prepare and distribute information to the public to report  
143 the status of implementing the school improvement plan,  
144 the performance of students and educational programs, and  
145 progress in accomplishing the school goals.

- 146 (f) Make recommendations on the accumulation and reporting  
147 of data that is beneficial to parents.
- 148 (g) Serve as a resource for the principal and advise the  
149 principal in matters pertaining to the school program.
- 150 (h) Provide input on the school's annual budget and the use of  
151 school improvement funds.
- 152 (i) Make recommendations on the waiver of Florida Statutes  
153 or State Board of Education Rules which will allow school  
154 personnel to establish innovative educational practices and  
155 methods.
- 156 (j) Inquire about school matters, identify problems, propose  
157 solutions to problems, suggest changes, and inform the  
158 community about the school.
- 159 (k) Act as a liaison between the school and the community.
- 160 (l) Assist in the preparation of the feedback report to the  
161 Florida Commission on Education Reform and  
162 Accountability as required by and pursuant to Section  
163 230.23(18)(g), Florida Statutes.
- 164 (m) Identify other duties and functions of the school advisory  
165 council.
- 166 5. Operation of Council - Operational guidelines shall be established  
167 and mutually agreed upon by members of the school advisory  
168 council.
- 169 (a) The guidelines shall:
- 170 1. State the duties and functions of the council.
- 171 2. Indicate the procedure for electing council members  
172 and the nomination process for selecting business  
173 and community representatives.
- 174 3. Identify the procedure for electing officers,  
175 including a chairperson, vice-chairperson, and  
176 recording secretary, of the school advisory council  
177 and determine the term of office for each position.

- 178 4. Establish the membership term for each peer group  
179 that serves on the school advisory council.
- 180 5. Specify the proportionate number of council  
181 members for each peer group for the purpose of  
182 achieving an appropriately balanced council.
- 183 (b) Regular meetings shall be held. The council shall  
184 determine the date, time, and place of the meetings.
- 185 (c) The agenda of each school advisory council shall be  
186 advertised to the school community at least seven (7) days  
187 in advance of the scheduled meeting.
- 188 (d) All meetings of the school advisory council shall be open,  
189 public, and subject to Chapter 286, Florida Statutes.
- 190 (e) The school advisory council shall be subject to maintaining  
191 records pursuant to Article 1, Section 24, and Article XII,  
192 Section 20, of the Florida Constitution.
- 193 (f) School improvement plans which require waivers of the  
194 negotiated Agreement shall be subject to the approval of  
195 the Board and LCEA.

196 Section 4. Guidelines jointly developed and approved by the Superintendent  
197 for the selection of Lake County's Teacher of the Year Program and Lake County's  
198 Teacher of the Year for the 1990-91 school year shall continue to be utilized. The  
199 guidelines shall be reviewed annually in order to comply with State Department of  
200 Education timelines.

201 Section 5. Year-round Schools

- 202 A. The district shall notify the Association as far in advance as feasible  
203 before changing any school to or from year-round status.
- 204 B. Calendar: Year-round schools shall utilize administrators, teachers and  
205 parents in the development of a calendar. The teacher calendar shall be  
206 subject to the approval of both parties.

207 C. Assignments and Transfers: Transfers to and from year-round schools  
208 shall be in accordance with the provisions of Article XIX except that a  
209 teacher seeking a voluntary transfer out of a year-round school shall be  
210 relocated to another position in the District based on certification,  
211 qualifications, and, if possible, close proximity to the teacher's residence  
212 should a vacancy exist.

213 When there are two (2) or more teachers wishing to transfer to the same  
214 position, certification, qualifications and seniority in the District shall  
215 prevail.

216 In order to effectively implement the programs, Article XIII, Annual  
217 Contract Teachers, shall be waived to the extent that all annual contract  
218 teachers currently assigned shall be entitled to immediate notification by  
219 their principal regarding their reappointment for the ensuing year, if the  
220 Board approved teacher allocation formula warrants. Both parties  
221 recognize that this waiver is educationally justifiable in order to take  
222 advantage of the knowledge, readiness, and sense of ownership acquired  
223 by these annual contract teachers as a result of their participation in  
224 extensive inservice preparation for and/or teaching experience in the  
225 operation of a year-round school.

226 D. Work Year:

227 The year-round school shall include 180 instructional days adjusted to  
228 accommodate intersessions of approximately 15 days each.

229 The work year for teachers shall be determined by the Board approved  
230 Allocation Formula for Year-Round Schools. Part-time teachers shall  
231 work days/times proportionate to their assignment. Workdays shall be  
232 cooperatively determined by the teacher and administrator. The final  
233 decision shall be made by the principal.

234 Extended Contracts: Teachers on an extended contract and the principal,  
235 whenever possible, shall mutually agree upon the calendar for the  
236 extended contract. If mutual agreement cannot be reached, teachers shall  
237 be assigned to days on the basis of the best configuration that will serve  
238 the needs of the students as determined by the principal.

239 Assignment in subsequent years shall be done according to the following  
240 procedure: (1) Teachers who wish to remain or change the calendar for  
241 the extended contract shall indicate to the principal the desired calendar.  
242 (2) If mutual agreement cannot be reached, the affected teachers shall be  
243 assigned on the basis of the best configuration that will serve the needs of  
244 students as determined by the principal.

245 The Board will make every effort to ensure that the calendar of an  
246 extended contract teacher is compatible with the track of the teacher's  
247 child(ren) attending a year- round school.

248 Nothing shall prohibit mutually acceptable agreements between teachers  
249 and their principal to divide work assignments through options approved  
250 by the principal.

251 In the event a teacher transfers to a school not on year-round, or the  
252 school's own calendar changes, there shall be no expectation of continued  
253 extended employment.

254 In the event of a transfer to a traditional school or if the school returns to  
255 traditional status, any days beyond shall be allocated based on the Board  
256 approved Allocation Formula for traditional schools.

257 A school psychologist will be available for the extended school year to  
258 meet the needs of students from every track.

259 E. Track Assignments: Notwithstanding the provisions of Article X, Section  
260 12, teachers in year-round schools shall receive notice of their tentative  
261 teaching assignments (grade levels) by April 10, and shall be assigned to  
262 tracks by April 20 of each year.

263 Assignment of teachers to tracks shall be done according to the following  
264 procedures when initial track assignments are made: (1) Teachers on a  
265 given grade level and the principal, whenever possible, shall mutually  
266 agree upon track assignments. (2) If mutual agreement cannot be  
267 reached, teachers shall be assigned to tracks on the basis of the best  
268 configuration that will serve the needs of the students as determined by the  
269 principal.

270 Assignment of teachers to tracks in subsequent years shall be done  
271 according to the following procedure: (1) Teachers who wish to remain or  
272 change track assignments shall indicate to the principal the desired track.  
273 (2) If mutual agreement cannot be reached, the affected teachers shall be  
274 assigned on the basis of the best configuration that will serve the needs of  
275 students as determined by the principal.

276 The Board will make every effort to ensure that the track assignment of a  
277 teacher is the same as the track of the teacher's child(ren) attending a  
278 year-round school.

279 F. Vacancies: A teacher filling a position at a year-round school shall be  
280 assigned to the track designated for that position in the vacancy listing.

- 281 G. Room Assignments: A teacher on a grade level in a multi-track school  
282 shall rotate room assignments unless a volunteer roving teacher is  
283 designated to move from room to room.
- 284 H. Intersession Assignments: The Board shall post in each school on a year-  
285 round calendar, no later than three weeks prior to the start of each  
286 semester, a list of anticipated positions for intersession employment. A  
287 pool of applicants who are desirous of intersession employment shall be  
288 utilized for the selection of teachers for intersessions held throughout the  
289 semester. To the extent possible, teachers selected for available positions  
290 shall be notified at least one week prior to the intersession employment.
- 291 Teachers from schools on a year-round calendar shall be given first  
292 consideration for additional employment during intersession breaks for  
293 which they are certified and qualified before additional employees are  
294 hired in their schools. Principals and intersession teachers shall mutually  
295 agree on scheduling arrangements for the intersession duty day.
- 296 In accordance with ARTICLE XVI, Professional Compensation, Section  
297 6, intersession teachers whose duties require their full-time services on an  
298 extended basis shall be paid at a daily rate of 1/196 of the annual salary  
299 applicable, such amount to be added to their regular annual salary for pay  
300 purposes.
- 301 Teachers and administrators shall develop guidelines as to the type and  
302 form of information to be provided the intersession teacher by the regular  
303 classroom teacher (checklist, prescription, etc.)
- 304 A teacher hired to work during an intersession shall accrue one (1) day of  
305 sick leave if employed for a minimum of thirteen (13) days not to exceed  
306 the accrual of two (2) sick leave days for the fiscal year.
- 307 I. Substitutes: Teachers under contract from a year-round school who are  
308 off track and substitute at their assigned school site for a full day in a class  
309 that they hold certification for, shall receive \$75.00 for a daily rate of pay.  
310 These teachers will be given preference for substituting in their assigned  
311 school site.
- 312 Teachers under contract from a year-round school program who substitute  
313 at their assigned school for a full day in a class they do not have  
314 certification for shall receive regular substitute pay identified by the  
315 substitute pay schedule established by the Board. These teachers will be  
316 given preference for substituting in their assigned school site.

317 Teachers under contract from a year-round school who are off track may  
318 substitute at schools other than their assigned school site. Teachers  
319 substituting at schools other than their assigned school site shall receive a  
320 rate of pay identified on the Board established substitute pay schedule.

321 Teachers in other schools who substitute at a year-round school site on  
322 days that are not scheduled as duty days shall receive regular substitute  
323 pay identified on the substitute pay scale established by the Board.  
324 Teachers may not substitute on days that they are on Board approved  
325 leave.

326 J. Payroll Procedures: Teachers shall be paid according to the established  
327 Finance Department pay period schedule.

328 K. Working Conditions: The district shall supply each teacher with  
329 instructional materials, supplies, facilities and equipment in accordance  
330 with ARTICLE X.

331 The district shall provide lockable storage for personal materials and  
332 supplies for teachers during intersession.

333 Year-round schools will possess adequate ventilation and a properly  
334 maintained air-conditioning system in each classroom.

335 Teachers will be provided with necessary assistance when required to  
336 move their classroom supplies on rotation days.

337 L. Assessment Procedures: Assessment procedures for teachers in year-  
338 round schools shall be done in accordance with provisions of ARTICLE  
339 XI.

340 M. Supplementary Positions: Grade level supplements will be divided in half  
341 between two (2) teachers at each grade level in order to provide grade  
342 level chairman and coverage throughout the five-track period.

343 The special area supplement will be divided in half between two (2)  
344 special area teachers in order to provide special area chairman and  
345 coverage throughout the five-track period.

346 All other supplements, if any, will be paid according to contract language.

347 N. Report Cards: Report cards shall be issued after each forty-five (45) days  
348 of class.



349 O. Inservice: Alternative ways for required inservice such as video taped  
350 programs, school representative inservice of returning teachers and  
351 duplicate inservice shall be available whenever possible. It is further  
352 encouraged that summer institutes be held during the month of July when  
353 the year-round school facility is totally closed and all teachers are  
354 available.

355 P. Exchange Days: A unit member teaching in a non-track assignment will  
356 be permitted to exchange instructional days with a unit member who is  
357 credentialed to teach the on-track teacher's assignment and who is at the  
358 time in intersession, on an off-track assignment, or on vacation.

359 Employees must apply to the principal one week prior to the desired  
360 exchange. The request shall contain both unit members' signatures and  
361 shall be subject to the approval of the principal.

362 Employees shall have the responsibility for arranging for the exchange  
363 with another employee. Pay back of exchange days is the responsibility of  
364 the involved employees. The District and/or Association bear no  
365 responsibility for the enforcement of private exchange day agreements  
366 between individual teachers or shall the District or Association be liable  
367 for the payment of additional compensation based upon any teacher  
368 working beyond his regular work year pursuant to any private exchange  
369 day agreement.

370 Q. Intersession breaks shall not be considered as a scheduled holiday for  
371 purposes of early release or in applying restrictions to the use of personal  
372 leave.

373 Section 6. The Lake County Effective Teaching Center, a joint project of the  
374 Board and the LCEA begun in 1985-86, shall continue to operate under conditions  
375 delineated through a memo of understanding agreed to by the parties on a yearly basis.

376

## ARTICLE XIII

### ANNUAL CONTRACT TEACHERS

1           Section 1.     Procedures for Instructional Staff Hired After June 30, 1997

2           A.     1.     Effective July 1, 1997, each person employed as a member of the  
3                               instructional staff after June 30, 1997, shall receive a contract that  
4                               is subject to annual review and renewal at the discretion of the  
5                               School Board.

6                     2.     The first ninety seven (97) days of an employee's initial contract  
7                               shall be a probationary period. During the probationary period, the  
8                               employee may be dismissed without cause or may resign from the  
9                               contracted position without breach of contract.

10                    3.     After the first three (3) years of employment, the contract may be  
11                               renewed at the discretion of the School Board for a period not to  
12                               exceed three (3) years. Each employee who holds such a contract  
13                               is subject to performance assessments and procedures provided for  
14                               in s. 231.29, F. S. and in the District's Instructional Personnel  
15                               Assessment System (IPPAS). Each contract issued will provide  
16                               for dismissal during the term of the contract for just cause for  
17                               failure to correct performance deficiencies under s. 231.29, F. S.

18                    4.     A Professional Service Contract issued to employees hired after  
19                               June 30, 1997, shall provide for dismissal during the term of the  
20                               contract only for just cause and such other provisions as prescribed  
21                               by state law, School Board policy, and as provided for in the  
22                               District's Instructional Personnel Performance Assessment System  
23                               (IPPAS).

24           Section 2.     Implementation of Revised Performance Assessment  
25                               Requirements

26           The IPPAS Committee will review the legislative mandates implemented  
27           effective July 1, 1997, pertinent to annual contract teachers and assessment system  
28           requirements with the goal of developing required guidelines for inclusion in the  
29           District's instructional personnel assessment system. The parties to agree to abide by any  
30           and all changes in the District's IPPAS guidelines.

31           Section 3.     Notification

32           A.     By April 1, the teacher shall be notified in writing by the building  
33                               administrator of his intent concerning the recommendation for  
34                               reappointment or non-reappointment of the teacher for the coming year.

- 35 B. 1. The Board shall have no re-employment obligations to first  
36 year  
37 Annual Contract teachers at the conclusion of their first year of  
38 employment. All first year Annual Contract teachers, once  
39 notified of non-renewal for the following year, may reapply for  
40 second year employment consideration. If subsequently rehired,  
41 such teachers will be considered to have maintained continuous  
42 employment status for the purposes of this contract.
- 43 2. The Board shall have no re-employment obligations to an Annual  
44 Contract teacher who has been hired to fill in for a teacher on  
45 Board-approved leave after the Board-approved leave has been  
46 concluded, as long as the teacher was notified in writing of this  
47 contractual section.
- 48 C. 1. Upon the second or third year Annual Contract  
49 Teacher's written request, the building administrator shall provide  
50 in writing the reasons for a non-reappointment of the teacher.
- 51 2. Subsequent to a second or third year Annual Contract teacher's  
52 notification by the building administrator that he shall not be  
53 recommended for reappointment, and prior to the transmission of  
54 the building administrator's recommendation to the  
55 Superintendent, the teacher shall have the right to have or not to  
56 have counsel and/or Association representation at those  
57 conferences and meetings held with the teacher which are for the  
58 purpose of discussing any change in the teacher's employment  
59 status.
- 60 D. By May 1, all teachers shall be notified in writing of their employment  
61 status for the coming school year.
- 62 E. Based on employment needs determined by the Board, teachers may be  
63 employed for specified periods of time less than one hundred and ninety-  
64 six (196) days.

65 Section 4. Complaint Procedure. Any annual contract teacher who has been  
66 informed that he will not be recommended for reappointment shall be entitled to hearings  
67 through a complaint procedure which is separate from and not a part of the grievance-  
68 arbitration procedure. The complaint procedure shall be as follows:

- 69 A. The teacher with a complaint will take the complaint to his immediate  
70 supervisor, explain the complaint and ask for action to relieve the  
71 situation.

- 72           B.     If the complaint is not reconciled, the teacher with the complaint shall  
73                 write a letter to the superior explaining the complaint. The superior shall  
74                 answer in writing within five (5) days. If this fails to reconcile the  
75                 difference, the teacher may contact the Superintendent's designee for an  
76                 appointment to discuss the problem. If the complaint is not reconciled at  
77                 this level, a conference can be held with the Superintendent.
- 78           C.     It is understood and agreed that the Superintendent's determination and  
79                 decision relative to renewal or non-renewal of a non-tenured teacher is  
80                 final and binding and not subject to the grievance-arbitration procedure  
81                 herein.
- 82           D.     The teacher who initiates the above procedure shall have the right to be  
83                 represented by the Union at all stages of the above proceedings.
- 84           E.     No teacher shall be subjected to non-renewal of his contract unless the  
85                 above procedure is first followed.

## ARTICLE XIV

### SUPPLEMENTAL POSITIONS

1        Section 1.     All teachers shall be entitled to apply for supplemental positions.  
2     No teacher shall be required to accept a supplemental position unless a suitable, qualified  
3     volunteer is not available for the position. Prior to any bargaining unit member being  
4     required to accept a supplemental position the administration will solicit volunteers  
5     through advertisements in 1) the school; 2) the school district; 3) the community in which  
6     the school is located. In cases of emergency the principal shall temporarily appoint, on a  
7     short term basis, a bargaining unit member to fill the position until a suitable qualified  
8     person assumes the position. Qualification and suitability shall be determined by the  
9     Superintendent or his designee.

10       Section 2.     Supplemental salaries shall be those as set forth in Appendices B  
11     and C which are incorporated in this Agreement. Teachers appointed to such positions  
12     shall be paid in accordance with the said appendix.

13       Section 3.     All teachers receiving supplements shall carry a full  
14     instructional/supervisory load and such duties for which a supplement is received shall  
15     normally be conducted in addition to the regular teacher workday. Any exception to this  
16     provision must be approved by the Superintendent or his designee. The Association shall  
17     be notified in writing of any exceptions granted in this section.

18       Section 4.     The employees designated to receive supplemental compensation  
19     will be appointed by the building principal upon approval by the Superintendent or his  
20     designee. Prior to appointing teachers for supplemental positions contained in Appendix  
21     C, the principal shall publicize within the school the positions he deems necessary to be  
22     filled and solicit volunteers for such positions.

23       Section 5.     All appointments of additional duties to teachers for which a  
24     supplement to the regular salary is paid will be on an annual basis.

25       Section 6.     The principal, with the approval of the Superintendent or his  
26     designee, retains the right to change any supplemental position assignment when in the  
27     principal's judgment the teacher is not performing the duties in a satisfactory manner.

28       Section 7.     An outline of the duties to be performed to earn a supplement  
29     listed in Appendix C shall be in writing and approved by the principal. The written  
30     outline of duties shall be signed by the teacher and principal, and approved by the  
31     Superintendent or his designee. One (1) copy will remain with the principal and one (1)  
32     will be filed with the Superintendent or his designee prior to the beginning of the  
33     program for which a supplement is to be paid. A copy shall also be given to the teacher  
34     and to the Association.

35           Section 8.     No employee may receive pay for more than three (3) supplements  
36 for duties performed. Any exception to this provision must be approved by the  
37 Superintendent or his designee.

38           Section 9.     Payment of supplements for services rendered over the entire  
39 contractual period shall be paid commencing with the performance of responsibilities and  
40 will be prorated over the entire contractual period.

41           Section 10.   Payment of supplements for services rendered over a period of  
42 time less than the entire contractual period of time shall be paid in one (1) payment after  
43 service has been rendered. Payment will be made in a separate check at the conclusion of  
44 the activity. In all cases the supplement will be paid no later than fifteen (15) days after  
45 the conclusion of the normal season and the performance of responsibilities as defined by  
46 the appropriate job description.

47           Section 11.   Head football coaches shall be paid eighty-five percent (85%) of  
48 the supplement at the end of the regular season. The remaining fifteen percent(15%) of  
49 the supplement shall be paid at the end of the spring season.

50           Section 12.   The athletic/intramural directorship will normally be a non-  
51 coaching position with total emphasis directed toward the promotion of the total  
52 athletic/intramural program. An Athletic Director/Intramural Director may be allowed to  
53 coach and to receive supplements but such action will require the express approval of the  
54 Superintendent.

55           Section 13.   To ensure that the intent of contractual provisions is upheld,  
56 procedures used in fulfilling requirements needed to obtain full or partial payment for  
57 supplemental services shall be included with and/or attached to job descriptions for such  
58 positions.

## ARTICLE XV

### WORKDAY AND RELATED MATTERS

1        Section 1.     Workday.

2  
3        A.       Teachers are compensated on a salary basis for all hours worked. The  
4               normal teacher workday shall be seven (7) hours and thirty (30) minutes.  
5               However, there are certain activities which are part of the total program of  
6               the school district, and such activities shall be carried out in accordance  
7               with the following guidelines:

8               1.       Activities Immediately Following the Workday.

9               A teacher may be required to remain a maximum of thirty (30)  
10              minutes after the normal workday for activities such as but not  
11              limited to, parent-teacher conferences, supervisor-teacher  
12              conferences, accreditation reviews, etc. A teacher who is required  
13              by a principal to attend such an activity shall be entitled to be  
14              released at pupil dismissal time on a subsequent day within five (5)  
15              workdays of the activity, the exact date to be determined by the  
16              principal. Compensatory time may be scheduled at an alternate  
17              time subject to principal approval.

18              2.       Evening or Night Activities. A teacher may be required to  
19              participate in no more than five (5) evening or night activities such  
20              as graduation, "Grad Night," PTA/PTO meetings, open house, etc.  
21              during the school year. A teacher who is required by a principal to  
22              attend such a function shall be entitled to leave the school center  
23              after pupil dismissal on the day of the activity if the teacher does  
24              not have assigned supervisory responsibility for students.

25              3.       In implementing the above, reasonable advance notice shall be  
26              given to the teacher(s) and special consideration shall be given to  
27              individual cases where personal hardship would be involved.

28        B.       The above time limit restrictions on the teacher workday shall not be  
29               applicable to those teachers who receive supplements for additional  
30               activities, nor shall such limits be applicable to teachers in the practical  
31               nursing program at Lake Technical Center, whose workday shall be based  
32               upon written agreement between the Board and the Association.

33        C.       The time for reporting for duty and the responsibility for scheduling  
34               starting and ending times is delegated to the respective principals, but such  
35               matters must be submitted to the Superintendent for approval.

36        Section 2. Planning Period. Elementary school teachers shall be provided  
37 with a daily planning period during the pupil day, normally of no less than thirty (30)  
38 minutes in length. The faculty or faculty representatives chosen by the faculty may  
39 suggest schedule arrangements to ensure equitable, maximum instructional and planning  
40 time for the school. It is further understood that the principal shall have final authority in  
41 determining the staff's schedule of instructional time and planning time.

42  
43 For the 2002-2003 school year, the parties will establish a joint committee consisting of  
44 an equal number of members appointed by the Board and the LCEA respectively for the  
45 purpose of developing a plan to provide elementary teachers a minimum daily 45 minute  
46 planning period or the equivalent thereof on a weekly basis and enhanced opportunities  
47 to use other workday time for professional planning and collaboration. The committee  
48 will include as part of its deliberations (a) gathering information and suggestions from  
49 school-site personnel and (b) reviewing varied approaches to scheduling which will  
50 provide more effective ways to utilize available work time for responsibilities related to  
51 instruction and a reduction in non-instructional duties. By June 30, 2003, the joint  
52 committee will present this plan to the Board together with recommendations for district  
53 support.

54  
55 Each teacher at the middle and senior high school shall be provided with a planning  
56 period during the pupil day at least equal in length to the class period of the school.  
57 However, a principal shall have the right to require a teacher(s) to engage in other  
58 activities (such as testing programs) as necessary under appropriate circumstances. This  
59 section shall not apply to teachers in the practical nursing program at Lake Technical  
60 Center. Their planning period shall be according to written agreement between the  
61 School Board and the Association and by reference made a part of this Agreement.

62        Full-time high school teachers shall teach no more than five (5) classes of a  
63 minimum of 150 hours each annually. All high schools shall have the option of utilizing  
64 non-traditional class scheduling involving variations in length of class periods.  
65 Variations in the starting and ending time of a teacher's 7 1/2 hour workday are  
66 permissible.

67        Section 3. Duty Free Lunch. Every teacher shall be assured a duty free  
68 time for lunch, of no less than thirty (30) minutes. Elementary school teachers may be  
69 expected to assist in assuring that their students are properly in the lunch line before  
70 taking their lunch break. This shall not be interpreted as requiring that a teacher eat  
71 lunch with his students unless he desires to do so. On days on which students are not  
72 present, the duty-free lunch period shall be one (1) hour and shall be included in the  
73 normal teacher workday.

74        Section 4. Faculty Meetings. Faculty meetings will generally be held  
75 during the teacher workday. Teachers shall not be required to stay more than thirty (30)  
76 minutes beyond the teacher workday for faculty meetings. The early release provision of  
77 Section 1 shall not be applicable to faculty meetings which may extend beyond the  
78 teacher workday.



79           Section 5.    Early Dismissal.       Teachers shall be dismissed promptly after  
80 regular pupil dismissal time on days immediately preceding a holiday, with the exception  
81 of teachers who are performing a student supervisory responsibility.

82           Section 6.       A teacher shall not leave his place of work during working hours  
83 without permission of the building principal or his designated representative.

## ARTICLE XVI

### PROFESSIONAL COMPENSATION

1        Section 1.     The salary schedule shall be as set forth in Appendix A which is  
2 attached to and incorporated in this Agreement. Such schedule shall be based on a 196-  
3 day school calendar as negotiated by the Board and the Association and shall contain five  
4 (5) paid holidays.

5        Teachers shall be provided with written information as to the manner of their  
6 salary calculation (computer generated "Job Activity Report") by the end of the second  
7 month upon ratification of the contract. Prior to this time, newly hired teachers shall  
8 receive with their first paycheck a copy of the current salary schedule and general  
9 explanation of the methods used to calculate the salary amount for each pay period.

10       Section 2.

11       A.     Credit on the salary schedule shall be given a teacher for each year of  
12 active military service up to a maximum of four (4) years; however, active  
13 military service shall not be counted as years of service toward a  
14 professional service contract. A minimum of six (6) months active  
15 military service shall be required to qualify for a year of service.

16       B.     Teachers employed prior to 1985-86 shall receive credit only for the  
17 number of years allowed at the time of their initial employment. Effective  
18 with the 1985-86 school year through June 30, 2001, all new teachers who  
19 are hired with previous Lake County School System teaching experience  
20 shall be given credit for all such experience provided that the Lake County  
21 experience was for work completed in the bargaining unit classifications  
22 as set forth in Article I and that each year claimed has a sufficient number  
23 of contact hours to equate to one year of service.  
24

25       C.     Effective July 2, 2001, all new teachers whose first day of employment,  
26 according to the effective date of the employment contract, falls after July  
27 1, 2001, will be given credit on the salary schedule for each year full-time  
28 teaching service for which a satisfactory performance evaluation was  
29 received. The provisions of this paragraph do not apply to reemployed  
30 retired instructional personnel.

31       Accredited private school teaching and/or accredited college teaching  
32 shall mean that, for each year claimed, the private school/college was  
33 accredited by its respective accrediting association during the period of  
34 teaching service, and the teacher was contracted full-time.

35       Beginning with the 1985-86 school year, for salary purposes only, a  
36 minimum of 743 work-hours shall be required to qualify as a year of

37 teaching experience. Any teacher who does not meet the 743 work-hour  
38 requirement in a given year of employment in Lake County shall be  
39 entitled to combine the hours acquired from more than one year of partial  
40 service in Lake County in order to advance to the next step of the salary  
41 schedule. Hours accrued prior to the 1985-86 school year shall be  
42 exempted for this calculation. Hours accrued in Lake County shall have  
43 been for work completed in the bargaining unit classifications set forth in  
44 Article I.

- 45 D. Credit on the salary schedule shall be given new vocational and technical  
46 teachers for all properly verified full-time teaching and vocational work  
47 experience specifically related to their teaching assignment, above the  
48 work experience required for certification, subject to the restrictions in  
49 Section 3.

50 Section 3. Credit given on the salary schedule for new teachers pursuant to  
51 2A, 2B, 2C or any combination thereof shall not exceed the maximum salary (23+)  
52 allowed on the schedule. Teachers employed prior to these dates shall receive credit only  
53 for the number of years allowed by this Article at the time of their initial employment.

54 Any discrepancy that occurs between the employee's claim of experience and the  
55 experience which is verified shall be communicated in writing to the employee within  
56 fifteen (15) days of learning of the discrepancy. New teachers as well as vocational and  
57 technical teachers will advance one (1) step annually as with other teachers.

58 Section 4.

- 59 A. Teachers will be paid the entry level salary based on the degree held at the  
60 time of employment; except, that all previous Lake County experience, up  
61 to the maximum allowed on the salary schedule, be credited on the first  
62 (1st) day of employment. Upon presentation of official experience credit  
63 verification by the sixth (6th) payroll, the teacher will receive the increase  
64 retroactive to the first day of employment; after the sixth (6th) payroll, the  
65 increase will be credited from the date the verification is received in the  
66 Personnel Office. However, if written documentation provided by the  
67 teacher verifying request for experience credit was made during the first  
68 thirty (30) days of employment, credit will be given retroactive to the first  
69 (1st) day of employment. Adjustments will be made within fifteen (15)  
70 days of receipt of total verification of experience.

- 71 B. Teachers completing requirements from an accredited institution for an  
72 advanced degree shall provide an official transcript to the Personnel  
73 Department. If the official transcript does not indicate the completion date  
74 of the requirements for an advanced degree, further verification  
75 information shall be required. It is understood that it shall be the  
76 individual employee's responsibility to obtain verification of advanced

degree completion from a university and to submit it in a proper and timely fashion. A salary adjustment will be made retroactive to the verified date of the individual's successful completion of all requirements for the degree.

Section 5. As determined by Section 231.40, Florida Statutes, and School Board Policy 6.912, the Board shall provide terminal pay to any teacher upon the teacher's normal retirement or to the teacher's beneficiary if service is terminated by death. Such terminal pay shall not exceed an amount determined as follows:

- a. During the first three (3) years of service, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave.
- b. During the next three (3) years of service, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.
- c. During the next three (3) years of service, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.
- d. During the next three (3) years of service, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
- e. During and after the thirteenth (13<sup>th</sup>) year of service, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.

Terminal pay for a teacher who was employed by the Lake County Schools after the 1979-80 school year shall be computed according to one of the above formulas except that "sick days" utilized in said computation will be only those sick days accrued by the teacher while employed by the Lake County Schools.

Section 6. The regular teacher work year shall be 196 days. Teachers whose duties require their full-time services on an extended basis shall be paid at a daily rate of 1/196 of the annual salary applicable, such amount to be added to their regular annual salary for pay purposes.

Section 7. Employees who work beyond the basic 196-day contract will be given a supplemental contract approved by the Board for the additional days they are to work. All teachers in positions which fall in this category shall be notified and contracted prior to July 1 preceding the school year affected.

Teachers contracted to work days beyond in the job preparatory programs at Lake Technical Center shall be given a supplemental contract approved by the Board. The days-beyond employees needed at the Lake Technical Center shall be based on student needs and delineated through a memo of understanding agreed to by the parties on a yearly basis.

118        Section 8.     Members of the bargaining unit shall have the option of being paid  
119     1/24 or 1/20 of their annual salary semi-monthly, on the fifteenth (15th) and at the end of  
120     each month throughout the school year. When these dates occur on other than a  
121     workday, teachers will be paid on the last workday preceding the normal pay date. After  
122     the bargaining unit member selects the option, the option shall remain in force for the  
123     fiscal period.

124        For teachers on 196-day contracts, the following procedures will apply:

- 125        1.        One (1) check will be issued at the end of August;
- 126        2.        Semi-monthly checks will be issued September through May;
- 127        3.        For those choosing the 1/24 plan, the remaining salary due at the end of  
128               the work year will be divided into three (3) equal payments and issued as  
129               follows: two (2) checks will be issued on the last teacher workday; the  
130               final check will be issued no later than June 15.
- 131        4.        For those choosing the 1/20 plan, one (1) final check will be issued no  
132               later than June 15.

133        Teachers can contact the district's payroll department if assistance is needed in  
134     clarifying income sources.

135        Section 9.     Those teachers participating in summer workshops, and/or  
136     seminars or continuations thereof, for which the District School Board is responsible for  
137     setting compensation, will be paid at a rate of \$10.00 per hour.

138     Section 10.     Health, Hospitalization, and Life Insurance.

139        A.        The benefits of the program for employees and dependents shall be as  
140               outlined in the schedules of benefits.

141        B.        Both parties agree that consensus has been reached on the implementation  
142               of the Blue Cross/Blue Shield of Florida, Inc., Plan 317, the Unipsych  
143               Mental Health/EAP program, and the Aetna Life and Accidental Death  
144               and Dismemberment programs that are effective July 1, 2002, for the  
145               2002-2003 fiscal year.

146               For the 2002-2003 contract period, the Board will pay the cost of an  
147               individual employee's health, hospitalization and life insurance.  
148               Bargaining unit employees, who elect to have child, spouse and/or family  
149               coverage, will pay premiums for child, spouse and/or family coverage.  
150              

151        C.        Any increase or decrease in insurance benefits and/or premiums on the  
152               individual employee will be negotiated between the Board and the

153 Association prior to the effective date of said change. The parties agree to  
154 begin negotiations no later than ten (10) days after the District receives  
155 notification of an increase in premiums or a decrease in benefits.

156 D. Teachers can contact the district level administrator who will be  
157 responsible for coordination of these insurance benefits if assistance is  
158 needed regarding the School Board approved health and life insurance  
159 program.

160 E. Commencing on or about April 1, 2000, the Board and the Association  
161 agree to bargain the specifications for the insurance coverage to be  
162 included in insurance proposals. Further, the Board agrees that said  
163 proposals will be advertised for health and life insurance coverage for the  
164 period after October 1, 2000, unless negotiations with insurance  
165 companies produce a result which is satisfactory to both parties.

166 F. When a school administrator requests teachers to participate in a school  
167 sponsored activity, they shall be covered by workers' compensation.

168 Section 11. The District School Board of Lake County will provide a flexible  
169 benefit compensation plan. Implementation of the program after June 30, 1989, shall be  
170 subject to enrollment and a minimum of \$30,000 monthly reduction to offset adminis-  
171 trative operation costs. The plan will comply with Statute 125 of the Internal Revenue  
172 Service Code. Additional fringe benefits available through payroll deduction will  
173 include: 1) dependent health care; 2) dental care (choice of 1 of 2); 3) vision care (choice  
174 of 1 of 2); 4) disability income protection; and, 5) life insurance.

175 The Board reserves the right on an annual basis to cancel plans that are not in the  
176 best interest of employees.

177 Section 12. When an emergency, as determined by the Superintendent or his  
178 designee, requires closing of school for students, school shall be closed for teachers also.  
179 Teachers will be paid their regular salary during such emergency; however, if the  
180 Superintendent and the Board deem it necessary, teachers shall make up such time  
181 missed during an emergency at a time designated by the Board, after negotiations with  
182 the Association, without further payment of any compensation.

183 Section 13. Only Master's Degree, Specialist's Degree, and Doctor's Degree  
184 granted by an institution accredited by a Regional Accreditation Association will be  
185 accepted for the purpose of granting a supplement.

186 Section 14. Upon request by an employee, the Board shall deposit the  
187 employee's paycheck directly to a bank or other financial institution of the employee's  
188 choice, provided that said bank or institution is equipped electronically to handle such

189 deposit. After the bargaining unit member has selected direct deposit, direct deposit shall  
190 remain in force for the fiscal period.

191       Section 15. The cost for the fingerprinting and background checks of teachers  
192 who were hired subject to implementation of Section 231.02(2)(b), Florida Statutes, as  
193 amended in 1996 Legislative Session, shall be borne by the Board.

194       Section 16. In Accordance with 230.23(5)(c), Florida Statutes, beginning in  
195 2002-2003, any teacher who has successfully completed at least one PG-13 project and  
196 continues to meet PG-13 eligibility standards will be eligible to apply for ADEPT:  
197 Appraisal of Demonstrated Exemplary Performance in Teaching. Components and  
198 procedures for ADEPT will be jointly developed by the parties. Annually, upon  
199 completion of ADEPT, participants will receive a supplement in the amount of five (5)  
200 percent of their base pay.

201       Section 17. Excellent Teaching Program. In order to implement the legal  
202 provisions of the Excellent Teaching Program which permits teachers and the school  
203 district to earn money through incentives and bonuses awarded through a variety of  
204 means connected with applying for, participating in, and/or achieving certification by the  
205 National Board of Professional Teaching Standards (NBPTS), the parties agree to  
206 develop jointly procedures which include:

207       A. providing released time for NBPTS candidates to work on portfolios in a  
208 support group setting and to prepare for videotaping;

209       B. permitting the \$150 portfolio money to be used for substitutes as needed to  
210 release candidates to work on portfolios;

211       C. providing for the availability of audiovisual equipment including remote  
212 microphones and for trained personnel to use these items in videotaping the  
213 candidates;

214       D. providing an orientation program for teachers interested in participating in the  
215 program and for an awareness session for principals to provide them with  
216 information about the program and about what candidates are required to do;

217       E. permitting NBPTS certification to be one of the options available for  
218 performance based pay in the district.

## **ARTICLE XVII**

### **LEAVE OF ABSENCE**

1       Section 1. Definition. A leave of absence is permission granted by the  
2 Board according to its adopted policies and the terms of this Agreement for an employee  
3 to be absent from duty for a specified period of time with the right to return to  
4 employment on the expiration of leave.

5        Section 2. Regular Sick Leave. Any member of the instructional staff  
6 employed on a full-time basis in the public schools of Lake County who is unable to  
7 perform his duties in the school because of illness or death of father, mother, brother,  
8 sister, husband, wife, child, other close relative, or member of his own household and  
9 consequently has to be absent from his work, shall be granted leave of absence for  
10 sickness by the Superintendent or by someone designated by him to do so. Each member  
11 of the instructional staff employed on a full-time basis shall be entitled to four (4) days of  
12 sick leave as of the first (1st) day of employment of each contract year, and shall  
13 thereafter earn one (1) day of sick leave for each month of employment, which shall be  
14 credited to the member at the end of that month and which shall not be used prior to the  
15 time it is earned and credited to the member. The member shall be entitled to earn no  
16 more than one (1) day of sick leave times the number of months of employment during  
17 the year of employment. Teachers working beyond 196 days will earn one (1) day sick  
18 leave for each twenty (20) day period. Those working less than a twenty (20) day period  
19 will earn one (1) day sick leave if employed for a minimum of thirteen (13) days. Such  
20 sick leave shall be cumulative from year to year. There shall be no limit in the number of  
21 days of sick leave that may accrue, except that at least one-half (1/2) of this cumulative  
22 leave must be established within the district granting such leave.

23        Instructional personnel shall be entitled to transfer sick leave credit from other  
24 Florida school districts or a state educational agency to the Lake County School District.  
25 Transferred sick leave shall be in addition to sick leave earned in this District. The  
26 transferred leave which is credited to an employee's account shall not exceed the amount  
27 or rate earned during employment in the District. It is the employee's responsibility to  
28 contact the other school district(s) or agency(ies) to request a transfer of sick leave.

29        If an instructional staff member employed in the District interrupts professional  
30 service and subsequently returns to professional duty in the District without having  
31 transferred and used his accrued sick leave credit in another Florida school district,  
32 previous accrued sick leave shall become valid on the first day of contractual service.

33        Section 3. Maternity/Parental Leave.

34        A. Teachers requesting leave of absence for the purpose of childbearing may  
35 use their accumulated sick leave during the period when they are no  
36 longer able to work through the time the doctor certifies them physically  
37 able to return to duty. Any teacher wishing to remain on leave beyond the  
38 time when accumulated sick leave is exhausted, may apply for leave of  
39 absence without pay not to exceed a period of one (1) year. Teachers shall  
40 be allowed to remain on the job until they are unable to perform their  
41 assigned duties.

42        B. When a teacher notifies the Superintendent that the doctor has certified  
43 her physically capable to return to active employment after a leave granted



for childbearing, said teacher shall be assigned to the same position or to a substantially equivalent position if such positions are available.

1. A full-time member of the instructional staff who is an expectant mother at the beginning of the school term or who becomes pregnant during the school term shall upon request be granted maternity leave without pay as provided herein. When the employee determines that she is pregnant and wishes to take maternity leave, she may file with the superintendent a written application for leave with an attached statement from the attending physician stating the expected date of birth of the child. If possible, the effective date for the suspension of services shall be mutually agreed to by the teacher and her immediate administrative superior. Such decision shall be based on, but not limited to, physical condition, effectiveness in carrying out her assigned duties, availability of a satisfactory replacement, term of service required for credit for a year of service for contract and salary purposes during that school year. When a mutually acceptable date for the initiation and termination of leave cannot be achieved the dates shall be fixed as follows: the leave shall commence on a date determined by the employee in consultation with her doctor and shall terminate upon certification of the doctor that she is physically capable of performing the duties of teaching.
2. Maternity/Parental Leave may be given for the portion of the year in which the baby is born or adopted and for one succeeding year subject to reapplication of leave in accordance with School Board policies. A teacher on Maternity/Parental Leave may substitute teach during such leave.
3. Any member of the instructional staff who is on maternity leave for the remainder of a school year or for the entire school year who, on the expiration of leave, wishes to return to duty at the beginning of the next school year shall notify the superintendent in writing of such desire not later than April 1.

Section 4. Leave for Personal Reasons Charged to Sick Leave. Instructional personnel shall be granted five (5) days of personal leave with pay per school year for the purpose of conducting personal business in accordance with the following conditions. Such leave shall be chargeable to sick leave and shall not be cumulative from year to year. Except for emergency or unforeseen situations, personal leave requests must be submitted at least five (5) days prior to the date that the employee desires to be absent from his duties. Requests submitted after the notice period may be denied if adequate arrangement for coverage of the teacher's responsibilities cannot be accomplished. A principal may not approve personal leave for more than ten percent (10%) of the instructional staff at a school on a given day without prior approval of the County Office.

86       Personal leave may not be granted: to extend vacation time or recess periods; on  
87 the days before or after school holidays; or during pre- or postplanning except in unusual  
88 circumstances and not unless approved by the Superintendent or designee after a  
89 satisfactory explanation for the request. Not more than four (4) consecutive personal  
90 leave days may be requested or granted on any one (1) occasion.

91       Section 5. Sick Leave Bank. Teachers of Lake County may participate on  
92 a voluntary basis in any sick leave bank which is established by the Board. The LCEA  
93 will be represented on the prior study committee and on the Bank Administrative  
94 Committee when established. The Superintendent, with LCEA input, is responsible for  
95 the appointment of committee members.

96       Section 6. Illness In-Line-Of-Duty Leave. Any full-time employee of  
97 the instructional staff shall be entitled to illness in-line-of-duty leave when he needs to be  
98 absent from his duties because of a personal injury received in the discharge of duty or  
99 because of illness from any contagious or infectious disease contracted in school work,  
100 excluding common colds, flu, and other sickness of this nature. A physician's statement  
101 verifying the nature of the injury or illness must be provided by the employee before  
102 illness in-line-of-duty leave pay is granted. Furthermore, it is incumbent upon the  
103 employee to provide reasonable evidence that such illness was contracted or such injury  
104 was incurred during his line of duty. Such leave may be authorized for a total not to  
105 exceed ten (10) duty days during any school year for illness contracted or injury incurred  
106 from such causes as prescribed above. Such leave shall not be deducted from the  
107 employee's sick leave. In the case of sickness or injury occurring under such  
108 circumstances, additional sick leave may be granted for such term and under such  
109 conditions as the Board shall deem proper.

110       Section 7. Jury Duty/Subpoenaed Witness Leave. An employee who is  
111 called for jury duty or subpoenaed as a witness to a proceeding in which he is not a party  
112 on a regularly scheduled working day or days shall be paid his normal earnings for time  
113 lost by reason of such service.

114       Section 8. Temporary Duty/In-Line-Of-Duty Leave. A teacher may be  
115 assigned temporarily or may request assignment temporarily to duties other than his  
116 regular duties and place of employment for the purpose of performing educational  
117 services including participation in school surveys, professional meetings, study courses,  
118 workshops, and similar assignments of public service. All requests for assignment to  
119 temporary duty, except as provided below, shall be submitted to the Superintendent at  
120 least ten (10) days in advance. The Superintendent may waive the requirement of ten  
121 (10) days advance notice. An employee shall receive his regular pay and may be allowed  
122 expenses as provided by law and regulations of the School Board. Such temporary duty  
123 shall be considered equal to the regular duties of the individual, and an employee  
124 performing such assigned temporary duty shall not be considered to be on leave. An  
125 employee shall not be assigned to temporary duty for the purpose of earning college  
126 credits, improving rank, or renewing his certificate, except when participating in a staff

development program approved by the School Board. Temporary duty within the district may be approved by the principal or department head when no substitute service or additional cost to the Board is involved. The principal or department head authorizing such temporary duty shall be responsible for determining that the temporary duty has been performed by the instructional employee. No temporary duty forms need to be submitted for this type of temporary duty assignment.

Section 9. Military Leave. Military leave will be granted to an employee who is required to serve in the armed forces of the United States or the militia of the State of Florida in fulfillment of obligations incurred under the selective service laws or because of membership in the reserves of the armed forces or the national guard. When an employee enters voluntarily into any branch of the armed services for temporary or extended periods of service, military leave may be granted at the discretion of the Board and except in unusual cases will be denied to a member of the instructional staff when he is expected to be engaged in the work of the profession. An employee granted military leave for extended duty shall, upon completion of the tour of duty, be returned to duty without prejudice, provided an application for re-employment is filed within six (6) months following date of discharge from active military duty. Following receipt of the application for reemployment, the School Board shall have a reasonable time, not to exceed six (6) months, to reassign the employee to duty in the school system. Compensation allowed during military leave shall not exceed seventeen (17) days as provided in Section 115.07, Florida Statutes. Military leave shall not be counted in determining a year of service for professional service contract purposes.

Section 10. Vacation Leave.

A. Teachers who are employed for the same number of days required of twelve (12) month managerial personnel shall accrue vacation leave, exclusive of holidays, with compensation as follows:

1. A teacher with less than five (5) years of continuous service at the rate of one (1) day per month cumulative to twelve (12) workdays per year.
2. A teacher with five (5) years or more of continuous service at the rate of one and one-fourth (1-1/4) days per month cumulative to fifteen (15) workdays per year.
3. A teacher with ten (10) years or more of continuous service at the rate of one and one-half (1-1/2) days per month cumulative to eighteen (18) workdays per year.
4. Vacation leave credit may be accrued from year to year, not to exceed thirty (30) days, at the beginning of any fiscal year.

164 5. Vacation leave may not be taken nor otherwise compensated for  
165 until the employee has completed twelve (12) months of  
166 employment with the Board.

167 B. Vacation leave may be approved by the Superintendent upon the written  
168 request of the employee and with prior approval of the employee's  
169 administrative superior. Vacation leave shall be so scheduled as to cause  
170 a minimum disruption of the school program.

171 C. Any member of the instructional staff employed on a part-time basis who  
172 works in excess of one-half (1/2) the hours or days required for a full-time  
173 position but less than the total hours or days required for a full-time  
174 employee shall not be entitled to vacation leave.

175 D. In addition to the above provisions, the following conditions shall apply to  
176 the accrual of vacation leave:

177 1. Employment prior to the sixteenth (16th) of any month shall  
178 permit the month to be counted as a month of employment.

179 2. Termination of employment after the fifteenth (15th) of any month  
180 shall permit the month to be counted as a month of employment.

181 3. Leave without pay in excess of eleven (11) workdays in any month  
182 makes a teacher ineligible for vacation accrual for that month  
183 except a teacher on leave from injury-in-line-of-duty.

184 4. Any twelve (12) month teacher who resigns prior to the  
185 completion of a full month of employment shall not be granted any  
186 vacation leave credit.

187 Section 11. Leave of Absence for Personal Reasons. An employee desiring  
188 personal leave for any other reason shall file a written application setting forth the  
189 reasons for and the purpose of the requested leave. The Board will consider such  
190 application on its own merits and in arriving at a decision will consider the best interests  
191 of the employee and the general welfare of the school system. Such leave shall be  
192 without compensation.

193 Any leave of absence for personal reasons shall not exceed one (1) contract year.  
194 Requested leave of absence for more than one (1) contract year shall have Board  
195 approval based on the merits and unique need of the request. The decision of the Board  
196 shall be final.

197 Section 12. Leave of Absence for Extended Professional Leave. Professional  
198 leave without pay will be granted to a teacher who wishes to continue his education.  
199 Such leave may not be taken during the school term. Application shall be made by a

letter of explanation relative to the purpose of the leave. Following the termination of the leave, the teacher shall present evidence of having earned at least nine (9) semester hours of credit each semester or the equivalent, or evidence of satisfactory progress in graduate school.

Section 13. Pre-Planning and Post-Planning Professional Leave.

A. Leave during pre-school and post-school conference periods:

1. A request for professional leave during a pre-school or post-school conference period shall have the recommendation of the principal in accordance with the following provisions:

- (a) The teacher must carry a minimum of six (6) semester hours or an acceptable load in graduate school in the educational institution or in an institute.

- (b) The graduate program shall be at an accredited and approved institution.

- (c) The teacher must be adding additional subject areas to his certificate for reassignment or must be attending school in order to improve the instructional program of the school.

2. Professional leave with pay during the pre- and post-school conference period shall be applied for on the proper form. If the application is not in the Superintendent's office thirty (30) days prior to the first day of the leave requested, the leave may be denied. The application shall include evidence provided by the teacher supporting the reason for the absence. A member of the instructional staff who is not returning to the Lake County School System for the next school year may not be granted professional leave during the pre- or post-school conference period.

Professional leave with pay may be granted during the pre-school and post-school conference periods not to exceed five (5) days during any contract year. Such leave may be granted three (3) times during a period of five (5) successive years. Such leave when granted shall be with pay and shall not exceed five (5) days during any contract year.

Section 14. Professional Leave to Attend Summer School. At the completion of three (3) consecutive years of service on a twelve month contract, an instructional employee may be granted thirty (30) days of professional leave. Such accrued leave may be combined with vacation leave for the purpose of attending summer school. Such leave shall be with compensation.

237       Section 15.   Sabbatical Leave. A maximum of ten (10) teachers annually who  
238 have been selected for sabbatical leave under the provisions of this Article may elect to  
239 work for eighty percent (80%) of their regularly contracted salary for a four-year period  
240 while having the remaining twenty percent (20%) of their salary withheld in order to take  
241 leave with full pay the fifth (5th) year for professional or personal growth at the salary  
242 they would have received if not on leave. The school district will continue to pay the  
243 health and life insurance negotiated premium for the year of sabbatical leave. It shall be  
244 understood that a teacher granted sabbatical leave shall return as a teacher in the Lake  
245 County School System for at least one (1) year of effective teaching service in the same  
246 or a similar level position held before leave commenced. The Board shall have the right  
247 to select and approve teachers for sabbatical leave according to guidelines developed by  
248 representatives of the Board and the LCEA and approved in a memo of understanding  
249 signed by the parties.

250       Teachers selected by the Board for sabbatical leave shall be expected to  
251 demonstrate continuing commitment to the six-year program. In the event a selected  
252 teacher is required to withdraw due to personal or other acceptable reasons, all salary  
253 withheld shall be paid to the teacher, or to the teacher's designated beneficiary or estate if  
254 no beneficiary has been designated.

255       Teachers interested in applying for sabbatical leave under the provisions of this  
256 Article shall do so no later than three (3) months prior to the end of the contract period in  
257 which application is made.

258       Section 16.   Family and Medical Leave Act.       The parties agree to comply  
259 with the provisions of the Family and Medical Leave Act.

## ARTICLE XVIII

### TRAVEL AND REIMBURSEMENT

1       Section 1.       Authorized travel for employees of the Board shall be reimbursed  
2 as follows:

- 3       A.       In-district travel which has been expressly authorized by the district  
4 office shall be reimbursed at the maximum mileage rate established by the  
5 state law for public employees, up to a maximum of 1000 miles per  
6 month. If travel in excess of 1000 miles per month is anticipated by the  
7 employee, the employee must obtain approval in advance of the travel in  
8 order to be reimbursed.

9 B. Out-of-district travel which has been expressly authorized by the district  
10 office shall be reimbursed as follows:

11 1. One day trips - Expenses by authorized employees on school  
12 business which requires only one (1) day of absence shall be  
13 reimbursed for travel at the maximum rate established by state law  
14 for public employees and the scheduled amount for meals.

15 2. Overnight trips - Expenses by authorized employees on school  
16 business requiring absence in excess of one (1) day shall be  
17 reimbursed for travel and per diem at the maximum rate  
18 established by law for public employees. Travel shall be  
19 reimbursed at air travel tourist rates when this is more economical  
20 than mileage and per diem by car.

21 C. Teachers who drive their own vehicles to required meetings at sites other  
22 than their normal worksites, or who are assigned to more than one (1)  
23 worksite, will be reimbursed at the maximum mileage rate as established  
24 by state regulation, according to the following conditions:

25 1. Travel from the normal worksite to the required meeting and from  
26 the required meeting to the normal worksite will be reimbursed.

27 2. Travel from the teacher's home to the required meeting and from  
28 the required meeting to the teacher's home will be reimbursed only  
29 for those miles of driving distance which exceed the driving  
30 distance between the teacher's home and normal worksite.

31 3. Travel from one (1) assigned worksite to another assigned worksite  
32 will be reimbursed.

33 D. A teacher shall not be required to transport students in his own automobile  
34 for school related activities except those teachers having to transport  
35 students based on job expectations. A teacher transporting students with his  
36 automobile for school related activities shall be approved by the Office of  
37 Risk Management.

38 Teachers who are required to transport students shall be reimbursed for  
39 approved trips at the rate approved by the Board. Teachers requesting  
40 mileage reimbursement shall have the responsibility to complete the  
41 necessary forms and submit them to the building manager.

42 Section 2. Mileage within the district will be computed and paid according to  
43 the district mileage schedule.

44        Section 3.    When more than one (1) employee is going to the same  
45 destination, travel shall be pooled or a bus shall be provided where such is possible.  
46 Teachers who choose not to participate in available car pools and/or buses provided shall  
47 not be entitled to reimbursement.

48        Section 4.    Where a common carrier is used, reimbursement will be made only  
49 for the most economical class. The expense of common carrier travel may be processed  
50 through the district office on a purchase order or by copies of paid bill(s) attached to the  
51 employee's travel voucher.

52        Section 5.    Reimbursement may be requested for tolls, taxis, and registration  
53 fees, and limousine service when properly documented. No reimbursement may be  
54 authorized for gratuities.

55        Section 6.    In all cases, documentation acceptable to the Board will be  
56 required for reimbursement.



## ARTICLE XIX

### TRANSFERS, REDUCTIONS IN FORCE AND VACANCIES

#### Section 1. Transfers.

- A. Voluntary Transfers. The Board will maintain a list of teachers who have requested voluntary transfers. Said requests must be renewed by October 1st of each school year to remain valid. No assignment of new teachers to a specific position in the school system shall be made until all pending requests for transfer to that position have been given due consideration.

Consideration will be given to teachers on the basis of certification, qualifications, and ability to meet the program needs of the school. Length of service to the school district, while not the controlling factor, will be considered.

- B. Involuntary Transfers. A teacher may be transferred from one (1) school to another within the county and on the level provided by the certificate of the teacher concerned when, in the judgment of the Superintendent, the interests of the educational program will be better served. The Superintendent will consider, among other things, the suitability of the teacher's qualifications as they relate to the needs of the position to be filled, and will give special consideration to the teacher's personal preferences, place of residence, and other relevant factors. Length of service recency to the school district (i.e., the most recent sequence of consecutive years of service), while not the controlling factor, will be considered. The placement of teachers being involuntarily transferred shall have priority over new teachers being hired for open positions. Teachers will be consulted prior to the making of a final decision relative to transfer.

#### Section 2. Vacancies.

- A. When a vacancy occurs in the bargaining unit, said vacancy shall be advertised with the necessary requirements and qualifications published in the Board's authorized publications.

- B. Advertising of positions shall be as follows:

1. Beginning at the close of the first (1st) month of school, and continuing monthly through the post-planning period, vacant positions which are to be filled shall be advertised for a minimum of six (6) days prior to being filled except in an emergency.

2. Qualification, salary, and job requirements shall be listed.

3. Copies of advertised vacancies shall go to the principal of each school, the Association representative in each school, and the Association office.

C. A promotional vacancy shall be deemed to exist for which members of the bargaining unit may apply, after the Board has taken action on whatever transfers it deems necessary if the Board decides to fill the position. Such vacancy shall be advertised in accordance with the provisions of Section 2-B of this Article.

D. All applicants will be given due consideration. If requested, unsuccessful applicants shall be given reasons for not attaining that position.

E. The Board declares its support of a philosophy of attempting to fill vacancies, including vacancies in supervisory positions, from within school system personnel who are properly certified and qualified. The Board retains the sole right to determine whether or not an applicant is qualified.

Section 3. Reduction in Force. Should it become necessary to reduce the number of annual contract teachers by layoff or otherwise, the Superintendent will make the selection and shall base his decision upon the best interests of the educational program as a whole. Due consideration will be given to seniority; however, such will not be dispositive or controlling. If continuing contract/professional service contract teachers are to be affected by a layoff, certification and length of service recency to the school district shall be the controlling factors. The Board shall maintain a list of teachers on layoff and will exhaust this list before hiring new teachers. It shall be the duty of a teacher to ensure that the Board has current information regarding place of residence and telephone number.

Section 4. Reassignments. The Superintendent shall have authority to reassign teachers including reassignment of duties and responsibilities within a school when the interest of the educational program and the operation and efficiency of the school system require such action.

Section 5. Authority. The Superintendent shall have the authority to transfer teachers within the system according to the language as found in Section 1 above when the interests of the educational program and the operation and efficiency of the school system require such action.

## ARTICLE XX

### SUMMER SCHOOL

1        Section 1. All teachers shall be eligible to submit applications to teach in the summer  
2 school program. Teachers will apply directly to the school administrator who will supervise summer  
3 school at the designated location(s). The date for submission of applications will be determined by  
4 the District Office and will be clearly stated in the guidelines when they are distributed for posting.  
5 Applications may be submitted only during the submission time indicated. Teachers will be notified  
6 of the disposition of their applications as soon as possible.

7        Section 2. A teacher will be employed in the summer school program on a day-to-day  
8 basis depending upon the enrollment of students as determined by the Board, and teachers may be  
9 laid off at any time when enrollment requires such action.

10       Section 3. A teacher who is employed in the summer school program will be  
11 compensated on the basis of a daily rate which shall be computed on the hourly rate of the teacher's  
12 salary for the preceding school year. A teacher will not be compensated for days on which the  
13 teacher is absent from work, and a teacher must work a minimum of half or more of a day in order to  
14 receive pay for that day.

15       Section 4. A teacher who works a minimum of twenty (20) days during the summer  
16 school program will accrue one (1) day of sick leave. A teacher who works in the summer school  
17 program for the six-week term shall be allowed one (1) day of sick leave with pay if needed.

18       Section 5. The teacher workday for the summer school program will be determined  
19 through a Memo of Understanding. A minimum of thirty (30) minutes for a workday of not more  
20 than five (5) hours or forty (40) minutes for up to one and one-fourth (1 1/4) hours thereafter shall be  
21 included for planning purposes and necessary supervisory duties such as bus duty and "break"  
22 supervision.

23       Section 6. The Superintendent shall determine starting and ending dates for the summer  
24 school program.

25       Section 7. There will be two (2) paychecks issued during the summer school session at  
26 times mutually agreed upon by the parties.

27       Section 8. Depending upon funding, exceptional child summer school program starting  
28 and ending dates shall be determined by the Superintendent. A Memo of Understanding between the  
29 Board and the LCEA shall clarify teacher hours, wages, and working conditions.  
30

31       Section 9. All members of the bargaining unit shall be eligible to apply for advertised  
32 summer school positions. Consideration will be given to applicants on the basis of certification,  
33 qualifications, and ability to meet the program needs of the school. Length of service to the school  
34 district, while not the controlling factor, will be considered.

School Calendar Here.

## **ARTICLE XXII**

### **SCHOOL PLUS**

Section 1. All certificated personnel at the designated School Plus site shall be entitled to apply for the 2002-2003 School Plus teaching and supervision. No teacher at the designated school site shall be required to teach and supervise School Plus. Nothing in this language shall preclude deans and/or assistant principals from applying and/or being accepted for the School Plus position. Designated school sites shall be determined by the principals. In cases where one site serves more than one (1) school, each faculty will have the opportunity to apply for the School Plus position(s).

Section 2. The principal shall advertise the School Plus positions to the school faculty for a period of one (1) week.

Section 3. Selection for the School Plus position shall be determined by the principal based on qualifications and suitability.

Section 4. The principal, with the approval of the Superintendent, retains the right to change the School Plus teacher when in the principal's judgment the teacher is not performing the duties in a satisfactory manner.

Section 5. The principal may appoint more than one (1) teacher to the School Plus position should he/she decide that it is in the best interest of the school site to rotate the School Plus position among staff members.

Section 6. An outline of the duties to be performed to earn compensation for the School Plus position shall be in writing and approved by the principal and the Superintendent. One (1) copy will remain with the principal and one (1) copy will be filed with the Superintendent prior to the beginning of the program.

Section 7. The staff member in charge of School Plus will be provided with procedures to use in case of an emergency.

Section 8. The School Plus workday shall be three (3) hours and forty-five (45) minutes in length unless otherwise determined.

Section 9. A staff member who is employed for the School Plus program will be compensated on the basis of a daily rate which shall be computed on the hourly rate of the staff member's salary for the current school year.

Section 10. A staff member who has been appointed to the School Plus position and is absent from work shall not be compensated for the day(s) the staff member is absent from work. The staff member shall notify the school principal on the day preceding the designated School Plus day the employee anticipates being absent.

Section 11. The Board reserves the right to cancel the School Plus Program at any time.

(Compensation will be calculated based on the employee's daily rate which shall be computed on the staff member's hourly rate for the current school year.)

## **ARTICLE XXIII**

### **COPIES OF AGREEMENT**

1           Copies of this Agreement entitled "Agreement Between the School Board of Lake  
2 County, Florida, and the Lake County Education Association, Inc.", shall be printed as  
3 follows: The Association shall be responsible for printing and distributing copies to each  
4 work site to include one for each Building Representative and one for the Media Center.  
5 Members of the bargaining unit may also access this Agreement online via the LCEA  
6 website ([www.lcea.org](http://www.lcea.org)). The Board shall be responsible for printing the number of  
7 copies that it deems necessary. The text of the actual Agreement shall be identical in  
8 content and format.

## **ARTICLE XXIV**

### **SEPARABILITY**

1           Should any article, section, or clause of this Agreement be declared illegal by a  
2 court of competent jurisdiction, said article, section, or clause, as the case may be, shall  
3 be automatically deleted from this Agreement to the extent that it violated the law. The  
4 remaining articles, sections, and clauses shall remain in full force and effect for the  
5 duration of this Agreement if not affected by the deleted article, section, or clause.



## **ARTICLE XXV**

### **WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as required by law, each party voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

# Duration of Agreement

**APPENDIX A**  
**INSTRUCTIONAL SALARY SCHEDULE**  
**2002-2003**

<u>EXPERIENCE STEP</u>	<u>SALARY</u>
0	29800
1	29950
2	30050
3	30150
4	30250
5	30375
6	30790
7	31097
8	31405
9	31712
10	32020
11	32707
12	33425
13	34142
14	34860
15	35677
16	36700
17	37930
18	39312
19	40645
20	42077
21	43510
22	44867
23	46235
23+	46981

**Degree Differential**

Masters Degree	2050
Specialist	3000
Doctorate	4000

The Board and the LCEA agree that the salary schedule shall be retroactive to July 1, 2002. In addition, Teachers who earned an experience step in the Lake County Schools at the conclusion of the 2001-2002 school year, shall move to that step on the salary schedule.

**APPENDIX A**

**PSYCHOLOGIST SALARY SCHEDULE**

**2002-2003**

<u>EXPERIENCE STEP</u>	<u>SALARY</u>
0	36459
1	36609
2	36781
3	37088
4	37394
5	37653
6	38016
7	38573
8	38829
9	39341
10	39854
11	40546
12	41320
13	42089
14	42858
15	43626
16	44495
17	45264
18	46083
19	43851
20	47720
21	48589
23	49383
23	50186
23+	50458

**Degree Differential**

Specialist Degree	3,000
Doctorate	4,000

The Board and the LCEA agree that the salary schedule shall be retroactive to July 1, 2002. In addition, Teachers who earned an experience step in the Lake County Schools at the conclusion of the 2001-2002 school year, shall move to that step on the salary schedule.

## APPENDIX B

### ASSIGNMENTS & SUPPLEMENTS TO SALARY 2002-2003

Index is based on starting salary of \$26,650

HIGH SCHOOL	0-3 Years/Index		4-7 Years/Index		8-16 Years/Index	
Band Director	2513	0.0943	2601	0.0976	2686	0.1008
Choral Director	1101	0.0413	1327	0.0498	1564	0.0587
Combined Band and Chorus	3614	0.1356	3928	0.1474	4251	0.1595
Combined Middle-High Band Director	3776	0.1417	3934	0.1476	4045	0.1518
Combined Middle-High Choral Director	1650	0.0619	1985	0.0745	2343	0.0879
Athletic Director	3639	0.1365	3802	0.1427	3964	0.1487
Athletic Business manager	2265	0.0850	2398	0.0900	2532	0.0950
Football head Coach	3022	0.1134	3193	0.1198	3355	0.1259
1 <sup>st</sup> Assistant	1802	0.0676	1876	0.0704	1953	0.0733
2 <sup>nd</sup> Assistant	1802	0.0676	1876	0.0704	1953	0.0733
3 <sup>rd</sup> Assistant	1802	0.0676	1876	0.0704	1953	0.0733
* 4 <sup>th</sup> Assistant	1802	0.0676	1876	0.0704	1953	0.0733
1 <sup>st</sup> Jr. Varsity	1802	0.0676	1876	0.0704	1953	0.0733
2 <sup>nd</sup> Jr. Varsity	1706	0.0640	1780	0.0668	1865	0.0700
3 <sup>rd</sup> Jr. Varsity	1706	0.0640	1780	0.0668	1865	0.0700
9 <sup>th</sup> Grade	1133	0.0425	1154	0.0433	1317	0.0494
Volleyball – Head Coach	1543	0.0579	1586	0.0595	1618	0.0607
Jr. Varsity	1274	0.0478	1306	0.0490	1338	0.0502
Basketball – Head Coach	3022	0.1134	3193	0.1198	3355	0.1259
Assistant	1999	0.0676	2132	0.0704	2265	0.0733
Jr. Varsity	1522	0.0571	1607	0.0603	1674	0.0628
9 <sup>th</sup> Grade	1327	0.0498	1370	0.0514	1402	0.0526
Soccer – Head Coach	1674	0.0628	1759	0.0660	1844	0.0692
Jr. Varsity	1306	0.0490	1338	0.0502	1370	0.0514
Softball – Head Coach	1953	0.0733	2263	0.0849	2470	0.0927
Assistant	1722	0.0646	1873	0.0703	2025	0.0760
Jr. Varsity	1306	0.0490	1412	0.0530	1468	0.0551
Baseball – Head Coach	1953	0.0733	2263	0.0849	2470	0.0927
Assistant	1722	0.0646	1873	0.0703	2025	0.0760
Jr. Varsity	1306	0.0490	1412	0.0530	1468	0.0551
Swimming Coach	1458	0.0547	1628	0.0611	1780	0.0668
Track – Head Coach	1823	0.0684	1876	0.0704	1964	0.0737
Cross Country	1327	0.0498	1370	0.0514	1402	0.0526
Golf	1295	0.0486	1338	0.0502	1380	0.0518
Tennis	1253	0.0470	1295	0.0486	1327	0.0498
Wrestling	1844	0.0692	1921	0.0721	1996	0.0749
Jr. Varsity	1327	0.0498	1359	0.0510	1402	0.0526
*Summer Weight Lifting	1511	0.0567	1644	0.0617	1778	0.0667
Cheerleading Sponsors (Per Assignment):						
Varsity Football	842	0.0316	927	0.0348	991	0.0372
Varsity Basketball	842	0.0316	927	0.0348	991	0.0372
J.V. Football	549	0.0206	658	0.0247	733	0.0275
J.V. Basketball	549	0.0206	658	0.0247	733	0.0275
9 <sup>th</sup> Grade Football	549	0.0206	658	0.0247	733	0.0275
9 <sup>th</sup> Grade Basketball	549	0.0206	658	0.0247	733	0.0275

<b>HIGH SCHOOL</b>	<b>0-3 Years/Index</b>		<b>4-7 Years/Index</b>		<b>8-16 Years/Index</b>	
Majorettes or Flag or Combo	506	0.0190	613	0.0223	640	0.0240
Special Olympics Coordinator	776	0.0291	821	0.0308	853	0.0320
*Special Olympics Coach	237	0.0089	269	0.0101	301	0.0113
Other Approved Sports	1327	0.0498	1370	0.0514	1402	0.0526

\*Teachers who coach only winter sports receive ½ the supplement.

Teachers who coach only spring sports receive ½ the supplement.

Teachers who coach both spring and winter sports receive the whole supplement.

4<sup>th</sup> Assistant Varsity Football can be utilized if the school is classified as 4A per Florida High School Activities Association classification rule.

\*In order to draw full supplement for summer weightlifting, the weight room must be open maximum number of days per classification.

\*\*Head football coaches shall be paid eighty-five percent (85%) of the supplement at the end of the regular season. The remaining fifteen percent (15%) of the supplement shall be paid at the end of the spring season.

## **MIDDLE SCHOOL**

Band Director	1242	0.0466	1359	0.0510	1490	0.0559
Director (2 Middle Schools)	1844	0.0692	2039	0.0765	2223	0.0834
Choral Director	776	0.0291	821	0.0308	863	0.0324
Combo Band & Choral	1285	0.0482	1402	0.0526	1532	0.0575

## **INTRAMURAL PROGRAM COACHES (AFTER SCHOOL ACTIVITY)**

Intramural Director	938	0.0352	1026	0.0385	1090	0.0409
Intramural Coach	680	0.0255	701	0.0263	733	0.0275

Middle schools providing after school activity in the areas of soccer, basketball, softball, volleyball, cheerleading, and life sports may provide coaching supplements up to a maximum of twelve (12) positions per school at the principal's discretion and the approval of the Supervisor of Athletics.

## **INTERSCHOLASTIC PROGRAM COACHES (AFTER SCHOOL ACTIVITY)**

Interscholastic Sports Director	216	0.0081	216	0.0081	216	0.0081
Interscholastic Coach	344	0.0129	352	0.0132	368	0.0138

**APPENDIX C**  
**ASSIGNMENTS & SUPPLEMENTS TO SALARY 2002-2003**  
**Index is based on starting salary of \$26,650**

HIGH SCHOOL	0-3 Years/Index		4-7 Years/Index		8-16 Years/Index	
*Video Yearbook or Hard Cover Yearbook	874	0.0328	949	0.0356	1037	0.0389
*Senior Class	496	0.0186	573	0.0215	669	0.0251
*Junior Class	627	0.0235	701	0.0263	789	0.0296
*Sophomore Class	336	0.0126	368	0.0138	389	0.0146
*Freshman Class	336	0.0126	368	0.0138	389	0.0146
*Newspaper	648	0.0243	722	0.0271	810	0.0300
*Drama (per major production)	464	0.0174	538	0.0202	626	0.0235
*Student Council	506	0.0190	584	0.0215	669	0.0251
*Anchor	336	0.0126	373	0.0140	400	0.0150
*Beta	336	0.0126	373	0.0140	400	0.0150
*F.C.A.	336	0.0126	373	0.0140	400	0.0150
*Interact	336	0.0126	373	0.0140	400	0.0150
*Key	336	0.0126	373	0.0140	400	0.0150
*National Honor Society	336	0.0126	373	0.0140	400	0.0150
Hi-Q	637	0.0239	680	0.0255	701	0.0263
Vocational Clubs	485	0.0182	528	0.0198	562	0.0211
*Future Educators of America	336	0.0126	373	0.0140	400	0.0150
*Student Council for Ex Child	336	0.0126	373	0.0140	400	0.0150
(* 1 PER SCHOOL)						
.....						
MIDDLE SCHOOL						
*Video Yearbook or Hard Cover Yearbook	442	0.0166	594	0.0230	765	0.0287
*Newspaper	368	0.0138	410	0.0154	442	0.0166
*Student Council	237	0.0089	280	0.0105	322	0.0121
*Beta	227	0.0085	259	0.0097	290	0.0109
*Builders Club	227	0.0085	259	0.0097	290	0.0109
*National Honor Society	227	0.0085	259	0.0097	290	0.0109
*Vocational Clubs	227	0.0085	259	0.0097	290	0.0109
Hi-Q	227	0.0085	259	0.0097	290	0.0109
Other Approved Clubs	227	0.0085	259	0.0097	290	0.0109
(* 1 PER SCHOOL)						
.....						
ALL GRADE LEVEL, DEPARTMENT CHAIRPERSON, TEAM LEADER:						
2 – 4	442	0.0166				
5 – 7	584	0.0219				
8 – 11	744	0.0279				
12 plus	831	0.0312				
.....						
TEACHER ORIENTATION PROGRAM (90 Day)						
Mentor Teacher per Beginning Teacher Assigned	389	0.0146				
Other Professional per Beginning Teacher Assigned	173	0.0065				

1 All Technology Contacts:

2  
3 School-based employees who provide computer software and hardware support to the M.I.S.  
4 department and who assist with computer training shall receive an annual supplement according  
5 to the following formula:  
6

- 7 1. 1 – 100 computers will generate 0.5 allocation unit.  
8 2. 101 – 225 computers will generate an additional 0.5 unit or one full unit.  
9 3. 226 – 350 computers will generate an additional 0.5 unit or 1.5 units.  
10 4. Over 350 computers will generate an additional 0.5 unit for a total of 2 units.  
11

12 The computer count shall be based on the Instructional Microcomputer Survey conducted each  
13 fall by the M.I.S. Department. There should be parity between the number of computers served  
14 and the supplement amount received by the Technology Contact employees at each site. The  
15 supplement for a full allocation unit shall have an index value of 0.0338 (\$900). The supplement  
16 for each 0.5 allocation unit shall have an index value of 0.0160 (\$450).  
17  
18  
19  
20  
21



## **APPENDIX D**

Included in this Appendix are forms referenced and memoranda of understanding within the *Agreement*:

Payroll Deduction Form

Grievance Form

Teacher Removal of Student from the Classroom

Memo of Understanding  
Spring Creek Elementary Conversion Charter School

Memo of Understanding  
Guidelines For ADEPT

Memo of Understanding  
First Year Annual Contract Teachers

Memo of Understanding  
Program Coordinator

Memo of Understanding  
Program Specialist

Memo of Understanding  
Early Release Wednesdays